

Conformed copy

VITAMINS ANTITRUST LITIGATION
MULTISTATE SETTLEMENT AGREEMENT

October 30, 2009

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**VITAMINS ANTITRUST LITIGATION
MULTISTATE SETTLEMENT AGREEMENT**

THIS VITAMINS ANTITRUST LITIGATION MULTISTATE SETTLEMENT AGREEMENT (“Multistate Settlement Agreement”) is made and entered into as of the 30th day of October, 2009, by and among the Settling Defendants, the Settlement Classes, and the Settling States to settle and resolve with finality all Released Claims against the Released Parties as set forth herein.

WHEREAS, PLC, Plaintiffs’ Counsel and the Settling States, on behalf of purchasers of Indirect Vitamin Products in Arizona, the District of Columbia, Florida, Hawaii, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia, and Wisconsin, have alleged that the Settling Defendants have, among other things, unlawfully conspired to fix, raise, maintain or stabilize the prices of, and allocate volumes, markets or customers for, Vitamin Products, and that the Settlement Classes have suffered damages as a result; and,

WHEREAS, the Settling Defendants have asserted and would assert a number of defenses to the claims described above; and,

WHEREAS, as the result of extensive, arm’s-length settlement negotiations involving PLC, the Settling States and the Settling Defendants, this Multistate Settlement Agreement, including its schedules and exhibits, has been reached, subject to Final Approval as provided herein; and,

WHEREAS, PLC, Plaintiffs' Counsel and the Settling States have concluded, after extensive investigation and careful consideration of the relevant circumstances, including the claims asserted in the Class Actions, the legal and factual defenses thereto and the applicable law, that it would be in the best interests of the Settlement Classes and the Settling States to enter into this Multistate Settlement Agreement in order to avoid the uncertainties of complex litigation, and to ensure that the benefits reflected herein are obtained for the Settlement Classes and, further, that PLC, Plaintiffs' Counsel and the Settling States consider the settlement set forth herein to be fair, reasonable and adequate and in the best interests of plaintiffs, the Settlement Classes and the Settling States; and,

WHEREAS, the Settling Defendants, despite their belief that they have good defenses to the claims asserted, wish to enter into this Multistate Settlement Agreement solely to avoid the further expense, inconvenience and burden of protracted litigation and any other present or future litigation arising out of the facts that gave rise to this litigation and the distraction and diversion of their personnel and resources, and thereby to put to rest this controversy with the Settlement Classes and the Settling States, and to avoid the uncertainties of complex litigation; and,

WHEREAS, the Settling Defendants, the Settlement Classes, and the Settling States agree that this Multistate Settlement Agreement shall not be deemed or construed to be an admission or evidence of the truth of any of the claims or allegations in the Class Actions, the appropriateness of certifying litigation classes in the Class Actions, or the viability of any claims that might be asserted by or on behalf of any person or by or on behalf of the Settling States, or the appropriateness of exercising personal jurisdiction over any Settling Defendant (except as provided in paragraph X.D hereof),

NOW, THEREFORE, it is agreed by and among the undersigned, on behalf of each of the Settling Defendants, the Settlement Classes and the Settling States that the MDL Action be settled, compromised and dismissed on the merits and with prejudice as to the Settling Defendants and all other Released Parties and, except as provided herein, without costs against the Settlement Classes or the Settling Defendants, subject to Final Approval (with the Class Actions to be dismissed upon Final Approval), on the following terms and conditions:

I. DEFINITIONS

A. Class Definitions

1. Consumer Settlement Class

Subject to the approval of the MDL Court, and for the purposes of this Multistate Settlement Agreement only, the Parties agree and consent to the certification of a Consumer Settlement Class defined as follows:

All natural persons (excluding the Released Parties, and further excluding such persons who timely and properly request exclusion from this class) who (i) reside in a Settling State; and (ii) at any time during the Relevant Period purchased Indirect Vitamin Products in a Settling State for use or consumption by themselves and/or others and not for resale in any form.

References in this Multistate Settlement Agreement to the Consumer Settlement Class are also references, where the context requires, to *parens patriae* claims asserted by Settling States on behalf of natural persons residing in their respective jurisdictions.

2. **Commercial Settlement Class**

Subject to the approval of the MDL Court, and for the purposes of this Multistate Settlement Agreement only, the Parties agree and consent to the certification of a Commercial Settlement Class defined as follows:

All persons or entities (excluding Government Entities, the Settling State Releasing Parties, the Released Parties, defendants and other manufacturers of Vitamin Products along with their parents, subsidiaries and affiliates, and any judge, justice or judicial officer presiding over this matter and the members of his or her immediate family, and further excluding such persons or entities who or which timely and properly request exclusion from this class) who or which made Qualifying Purchases.

References in this Multistate Settlement Agreement to the Commercial Settlement Class are also references where the context requires to *parens patriae* claims asserted by Settling States on behalf of natural persons and others residing in their respective jurisdictions.

B. General Definitions

The following terms shall have the following meanings for purposes of this Multistate Settlement Agreement.

1. “*Alleged Conduct*” means the alleged participation of Settling Defendants and others in one or more conspiracies to fix, raise, maintain or stabilize the prices of, and/or allocate volumes, markets or customers for, certain Vitamin Products, and any other conduct alleged in the pleadings in the Class Actions to be illegal or to create a right of recovery.

2. “*Applicable State Consumer Fund Percentage*”, “*Applicable State Commercial Fund Percentage*” and “*Applicable State Attorneys’ Fee Fund Percentage*” all have, for each Settling State, the values assigned in Schedule 6.

3. “*Attorneys’ Fees Escrow Amount*” means \$5,006,645.40.

4. “*Balance*” means (a) for the Consumer Class Escrow Account and Commercial Class Escrow Account, the current balance of the account less accruals for taxes and also less amounts for Notice Costs or administrative expenses approved by the MDL Court as chargeable to that account but not yet paid out; and, (b) for the Attorneys’ Fees Escrow Account, the current balance of that account less accruals for taxes.

5. “*California Purchase*” means a purchase during the Relevant Period of Indirect Vitamin Products for resale, for incorporation into another product or products for resale, or for use in the manufacture, processing or development of another product (including the feeding of an animal) for resale, where such purchase was: (a) made by a purchaser in the State of California; or (b) made from a seller in the State of California; or (c) delivered by or on behalf of the seller to the purchaser in the State of California if the purchaser’s principal place of business was in the State of California.

6. “*Chinook*” means Chinook Global Limited (f/k/a Chinook Group Ltd.) and Chinook Group, Inc., jointly and severally.

7. “*Claim Date*” means the date 90 days after Preliminary Approval.

8. “*Class Actions*” means the lawsuits identified on Schedule 1 hereto (or, where context so requires, such of them as are pending at any given time).

9. “*Commercial Class Settlement Amount*” means \$12,516,613.50.

10. “*Commercial Opt-Out Plaintiff*” means any member of the Commercial Settlement Class that elects to exercise its right to opt out of this Multistate Settlement Agreement.

11. “*Commercial Plan of Distribution*” means the written plan to be prepared by PLC for the administration and distribution of the Commercial Class Settlement Amount (plus interest earned in the Commercial Class Escrow Account, less allowed costs and expenses) in accordance with paragraph IV.H.1 below.

12. “*Consumer Class Settlement Amount*” means \$12,516,613.50.

13. “*Consumer Plan of Distribution*” means the written plan to be prepared by the Settling States and PLC for the administration and distribution of the Consumer Class Settlement Amount (plus interest earned in the Consumer Class Escrow Account, less allowed costs and expenses) in accordance with paragraph IV.H.2 below.

14. “*Court of Appeals*” means the United States Court of Appeals for the District of Columbia Circuit.

15. “*Defense Challenge*” means a writing to be submitted to the Settlement Administrator by one or more Settling Defendants in accordance with paragraph III.E summarizing grounds to believe that a given Proof of Claim is not valid and instructing the Settlement Administrator to reject that Proof of Claim.

16. “*Degussa*” means Evonik Degussa GmbH, successor to Degussa AG f/k/a Degussa-Hüls AG, and Evonik Degussa Corporation f/k/a Degussa Corporation and f/k/a Degussa-Hüls Corporation, jointly and severally.

17. “*Disapproval Order*” means any order disapproving or refusing to grant Final Approval of this Multistate Settlement Agreement as to the Consumer Settlement Class, as to

the Commercial Settlement Class, or as to both the Consumer Settlement Class and the Commercial Settlement Class.

18. “*Escrow Account*” means the escrow accounts and subaccounts established pursuant to the Escrow Agreement for the purposes of this Multistate Settlement Agreement, which shall include the following three separate accounts and subaccounts: (a) a “Consumer Class Escrow Account” established for the purpose of receiving the Consumer Class Settlement Amount and carrying out the Consumer Class Settlement, which shall in turn be divided into 23 subaccounts, one for each Settling State, in accordance with that Settling State’s Applicable State Consumer Fund Percentage; (b) a “Commercial Class Escrow Account” established for the purposes of receiving the Commercial Class Settlement Amount and carrying out the Commercial Class Settlement, which shall in turn be divided into 22 subaccounts, one for each Settling State except Hawaii, in accordance with that Settling State’s Applicable State Commercial Fund Percentage; and (c) an “Attorneys’ Fees Escrow Account” established for the purposes of receiving the Settling Defendants’ payment of attorneys’ fees and carrying out the provisions of paragraph VI.B.2 of this Multistate Settlement Agreement, which shall in turn be divided into 23 subaccounts, one for each Settling State in proportion to its Applicable State Attorneys’ Fee Fund Percentage. The Escrow Account shall be established and administered under the MDL Court’s continuing supervision and control pursuant to the Escrow Agreement.

19. “*Escrow Agent*” means the escrow agent appointed by the Escrow Account.

20. “*Escrow Agreement*” means an escrow agreement in substantially the form of Exhibit M hereto to be entered into among the Parties and the Escrow Agent to establish the Escrow Account.

21. *“Final Approval”* means (i) the entry of a final order and judgment by the MDL Court substantially in the form of Exhibit A, approving this Multistate Settlement Agreement and dismissing the MDL Action with prejudice against the Settling Defendants; and (ii) either (a) the time to appeal, or to seek permission to appeal, the MDL Court’s entry of an order of final judgment has expired with no appeal having been taken or permission to appeal having been sought; or (b) the MDL Court’s order of final judgment has been affirmed in its entirety by the court of last resort to which any appeal has been taken or petition for review has been presented and such affirmance has become no longer subject to the possibility of further appeal or review, or such appeal or petition has been denied, dismissed or otherwise disposed of.

22. *“Final Approval Motion”* means a motion in the MDL Court by PLC and the Settling States seeking the entry of a final order and judgment by the MDL Court substantially in the form of Exhibit A, approving this Multistate Settlement Agreement and dismissing the MDL Action with prejudice against the Settling Defendants.

23. *“Final Jurisdictional Order”* means an order or judgment of the MDL Court determining that the MDL Court lacks subject-matter jurisdiction over the claims asserted by the Consumer Settlement Class, or over the claims asserted by the Commercial Settlement Class, or both, that is either (a) a final decision (as that term is used in 28 U.S.C. § 1291) not subject to further review whether as of right or by petition; or (b) an interlocutory order which has been substantially affirmed by the Court of Appeals on review under 28 U.S.C. § 1292(b) and is not subject to further review whether as of right or by petition.

24. *“Final Opt-Out List”* means the complete and final list, prepared by the Settlement Administrator as contemplated in paragraph III.C hereof, of those persons or

entities who or which have timely and properly requested exclusion from the Consumer Settlement Class, the Commercial Settlement Class, or both.

25. “*Government Entity*” means a Settling State acting in its sovereign capacity, and any of its departments, agencies and political subdivisions as permitted by law.

26. “*Government Purchase*” means a purchase of Indirect Vitamin Products by or on behalf of a Government Entity for the Government Entity’s own use or for use by its citizens, and shall also include a Government Entity’s reimbursement, payment, or coverage for, or indemnification of, purchases of Indirect Vitamin Products made by any person or entity.

27. “*Indirect Vitamin Products*” means any one or more Vitamin Products, products containing Vitamin Products, and products constituted of (in whole or in part) or derived from animals that consumed Vitamin Products or products containing Vitamin Products and not purchased from a manufacturer of such products.

28. “*Long-Form Notice*” means notice in substantially the form of Exhibit G hereto.

29. “*Maximum Commercial Fee*” means the Non-Terminating Settlement Percentage of 50% of the Attorneys’ Fees Escrow Amount, plus whatever interest is earned on that amount while in the Attorneys’ Fees Escrow Account.

30. “*Maximum Consumer Fee*” means 50% of the Attorneys’ Fees Escrow Amount, plus whatever interest is earned on that amount while in the Attorneys’ Fees Escrow Account.

31. “*Maximum Fee Award*” means the sum of the Maximum Consumer Fee and the Maximum Commercial Fee.

32. “*MDL Action*” means the action to be filed in the MDL Court as provided in paragraph IV.B hereof.

33. “*MDL Court*” means the United States District Court for the District of Columbia.
34. “*Merck*” means Merck KGaA, E. Merck OHG and EM Industries, Inc. (n/k/a EMD Chemicals Inc.), jointly and severally.
35. “*Mitsui*” means Bioproducts Incorporated, Mitsui & Co., Ltd. and Mitsui & Co. (U.S.A.), Inc., jointly and severally.
36. “*Non-Terminating Settlement Percentage*” means the sum of the Settlement Percentages of all Settling Defendants other than Terminating Settling Defendants.
37. “*Notice Costs*” means costs and expenses associated with the provision of notice to the members of the Settlement Classes pursuant to paragraph III.A hereof.
38. “*Notice Plan*” means the plan for notice prepared by Kinsella Media, LLC and annexed as Exhibit L.
39. “*Opt-Out Date*” means the date 90 days after Preliminary Approval.
40. “*Other Vitamins*” means the vitamin D family, the vitamin K family, and apocarotenol, lutein, lycopene and other carotenoids.
41. “*Parties*” means the plaintiffs in the MDL Action, the Settlement Class Members, the Settling States and the Settling Defendants (each of which individually is a “Party”).
42. “*Plaintiffs’ Counsel*” means all counsel of record for plaintiffs in the Class Actions as of the date of this Multistate Settlement Agreement, including but not limited to the counsel listed in Schedule 2 hereto.
43. “*Plaintiffs’ Lead Counsel*” or “*PLC*” means Straus & Boies, LLP.

44. “*Preliminary Approval*” means an order by the MDL Court preliminarily approving this Multistate Settlement Agreement, and approving the form and method of notice to the Settlement Classes, pursuant to a motion as described in paragraph IV.D herein.

45. “*Preliminary Approval Motion*” means a motion in the MDL Court by PLC and the Settling States seeking Preliminary Approval.

46. “*Private Releasing Parties*” means all members of the Consumer Settlement Class and Commercial Settlement Class (on their own behalf and on behalf of their present and former officers, directors, agents, employees, legal representatives, trustees, parents, affiliates, subsidiaries, heirs, executors, administrators, purchasers, predecessors, successors, and assigns).

47. “*Proof of Claim*” means a sworn proof of Qualifying Purchases during the Relevant Period substantially in the form of the proof of claim annexed as Exhibit H hereto but not including the schedule to Exhibit H.

48. “*Proposed Initial Administrative Order*” means a proposed order of the MDL Court in substantially the form of the proposed order accompanying Exhibit E hereto.

49. “*Puerto Rico Action*” means the action filed in Puerto Rico, in the Tribunal de Primera Instancia, Centro Judicial De San Juan, Sala Superior, Case No. KAC00-1881, entitled *Rotger ex rel. Estado Libre Asociado v. F. Hoffman-La Roche, Ltd.*

50. “*Qualifying Purchase*” means a purchase during the Relevant Period of Indirect Vitamin Products for resale, for incorporation into another product or products for resale or other commercial use, or for use in the manufacture, processing, or development of another product (including the feeding of an animal) for resale or other commercial use, where such purchase was: (a) made by a purchaser in any Settling State (other than Hawaii); or (b) made

from a seller in any Settling State (other than Hawaii); or (c) delivered by or on behalf of the seller to the purchaser in any Settling State (other than Hawaii) if the purchaser's principal place of business was in that Settling State; and provided that such purchase was not a purchase of any Vitamin Products made directly from a manufacturer of the Vitamin Products indicated on Schedule 3; and further provided that such purchase was not a California Purchase; and further provided that any claims arising from such purchase are not already subject to settlement or res judicata with respect to any of the Settling Defendants.

51. "*Reilly*" means Vertellus Specialties Inc. (f/k/a Reilly Industries, Inc.) and Vertellus Chemicals SA (f/k/a Reilly Chemicals SA), jointly and severally.

52. "*Released Claims*" means all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including without limitation costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any Private Releasing Party or Settling State Releasing Party, whether directly, representatively, derivatively or in any other capacity, ever had, now has or hereafter can, shall or may have, arising from any conduct prior to the date hereof concerning the purchase, sale or pricing of Indirect Vitamin Products and any and all Other Vitamins or otherwise relating to the Alleged Conduct, including, without limitation, any claims under the common law of fraud, civil conspiracy, and negligent misrepresentation, and any such claims that have been asserted or could have been asserted in any of the Class Actions against the Released Parties or any one of them, except (a) that this release shall not affect the rights of any Party to pursue a claim under the Sherman Act (15 U.S.C. § 1 *et seq.*) based on sales directly invoiced from a manufacturer of a Vitamin Product listed on Schedule 3 to members

of the Settlement Classes; (b) that no claims alleging damages caused by the failure of any vitamin or vitamin premix to be safe and effective or alleging deceptive advertising unrelated to the Alleged Conduct, including, without limitation, personal injury claims or product defect claims, is a Released Claim; (c) that no claim arising from a California Purchase is a Released Claim; and, (d) that no claim that is already subject to settlement or res judicata with respect to any of the Settling Defendants is a Released Claim.

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

54. “*Relevant Period*” means January 1, 1990 through December 31, 1999, except that for Single Ingredient Vitamin Supplements, Straight Bulk Vitamins Products, or premix, Relevant Period means the period of time indicated in Schedule 4.

55. “*Roche Settlement*” means the settlement, initially approved by the Superior Court of the District of Columbia in an action entitled *Giral et al. v. Hoffmann-LaRoche, Ltd., et al.*, Case No. 98-CA-7467, among the Settling States, certain plaintiffs in Class Actions, Hoffmann-La Roche Inc. and others, together with the associated approval and implementation processes.

56. “*Satisfactory Initial Administrative Order*” means an order of the MDL Court that includes provisions equivalent to those of the fifth decretal paragraph of the Proposed Initial Administrative Order in respect of personal jurisdiction and venue defenses.

57. “*Settlement Administrator*” means such person or persons as may be appointed by the MDL Court to administer this settlement. The Preliminary Approval Motion will seek the appointment of The Garden City Group, Inc. as Settlement Administrator.

58. “*Settlement Class Members*” refers collectively to the members of the Consumer Settlement Class and the Commercial Settlement Class.

59. “*Settlement Classes*” refers collectively to the Consumer Settlement Class and the Commercial Settlement Class.

60. “*Settlement Percentage*” means, (i) for Akzo Nobel Inc., 9.95%; (ii) for Chinook, 0.64%; (iii) for Degussa, 6.34%; (iv) for Lonza AG, 24.45%; (v) for Merck, 13.88%; (vi) for Mitsui, 9.57%; (vii) for Nepera, Inc., 5.25%; (viii) for Reilly, 5.97%; (ix) for Sumitomo, 8.25%; (x) for Tanabe, 5.75%; and, (xi) for UCB Pharma, Inc., 9.95%.

61. “*Settling Defendant*” means each of Akzo Nobel Inc.; Chinook; Degussa; Lonza AG; Merck; Mitsui; Nepera, Inc.; Reilly; Sumitomo; Tanabe; and, UCB Pharma, Inc.; *provided, however*, that a Settling Defendant which becomes a Terminating Settling Defendant shall not be considered a Settling Defendant for the purposes of any portion of this Multistate Settlement Agreement pertaining to the Commercial Settlement Class.

62. “*Settling State Releasing Parties*” means (i) each Settling State; and (ii) any persons or entities (including Government Entities) acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or any other capacity, whether or not any of them participate in this settlement, to the extent that any such person or entity is

seeking relief on behalf of or generally applicable to the general public in such Settling State or the people of the Settling State as permitted by law.

63. “*Settling States*” means Arizona, the District of Columbia, Florida, Hawaii (with respect to only the Consumer Settlement Class), Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia, and Wisconsin. Where an action is called for by a Settling State, it shall mean the Settling State as represented by its Attorney General in its *parens patriae* capacity.

64. “*Settling States’ Liaison Counsel*” means the Attorney General for the State of New York or his designee, unless the Settling States by notice or the MDL Court by order shall make a different appointment.

65. “*Single Ingredient Vitamin Supplements*” means any product that contains exactly one of the Vitamin Products listed on Schedule 4 in combination with other substances (such as inactive ingredients or dilution agents) and is sold under the name of that Vitamin Product as a dietary supplement.

66. “*Straight Bulk Vitamins Products*” means any product sold in bulk that solely contains exactly one of the Vitamin Products listed on Schedule 4.

67. “*Sumitomo*” means Sumitomo Chemical America, Inc. and Sumitomo Chemical Co., Ltd., jointly and severally.

68. “*Summary Notice*” means notice in substantially the form of Exhibit F hereto.

69. “*Tanabe*” means Mitsubishi Tanabe Pharma Corporation (f/k/a Tanabe Seiyaku Company Ltd.) and Tanabe U.S.A., Inc., jointly and severally.

70. “*Terminating Settling Defendant*” means a Settling Defendant which has terminated its participation in the Commercial Settlement Class portion of the Multistate Settlement Agreement in accordance with Section VIII hereof.

71. “*Total Non-Chinook Settlement Amount*” means \$24,873,227 (the total amount of the Consumer Class Settlement Amount and the Commercial Class Settlement Amount less amounts attributable to Chinook).

72. “*Vitamin Products*” means: (i) the following vitamins and carotenoids, individually and/or collectively: vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B3 (niacin and niacinamide), vitamin B4 (choline chloride or other choline-based products for human or animal consumption), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E and vitamin H (biotin), as well as all blends, derivatives and forms of the foregoing, and (ii) any product that contains one or more Vitamin Products listed in part (i) of this definition in combination with other substances (such as inactive ingredients or dilution agents) and was sold as a premixed formulation by any entity which is or has been a defendant in any of the Class Actions.

II. SETTLEMENT PAYMENTS

A. Consumer Settlement Consideration

Subject to the terms hereof, and in full, complete and final settlement of the Class Actions with respect to Consumer Settlement Class claims as provided herein, the Settling Defendants agree to pay the Consumer Class Settlement Amount.

B. Commercial Settlement Consideration

Subject to the terms hereof, and in full, complete and final settlement of the Class Actions with respect to Commercial Settlement Class claims as provided herein, the Settling Defendants agree to pay the Commercial Class Settlement Amount.

C. Attorneys' Fees

As an additional payment over and above the amounts set forth in paragraphs II.A and II.B above, the Settling Defendants agree to pay such attorneys' fees as may be finally awarded. The Settling Defendants shall not under any circumstances pay more than the Maximum Fee Award. By motion to be heard no sooner than the hearing on the Final Approval Motion, PLC may ask the MDL Court to award attorneys' fees to Plaintiffs' Counsel in an amount not exceeding the Maximum Fee Award; and Plaintiffs' Counsel and the Settling States shall not seek, demand or accept, and the Settling Defendants shall not make payment of attorneys' fees beyond the Maximum Fee Award. In the event of Final Approval of the Consumer Settlement but disapproval of the Commercial Settlement, as provided in paragraph V.C hereof, Plaintiffs' Counsel and the Settling States shall not seek, demand or accept, and the Settling Defendants shall not make payment of attorneys' fees exceeding the Maximum Consumer Fee. In the event of Final Approval of the Commercial Settlement but disapproval of the Consumer Settlement, as provided in paragraph V.C hereof, Plaintiffs' Counsel and the Settling States shall not seek, demand or accept, and the Settling Defendants shall not make, payment of attorneys' fees exceeding the Maximum Commercial Fee. The Settling Defendants agree not to object to any attorneys' fee application consistent with this paragraph, and not to argue for a reduction in attorneys' fees based on any requests for exclusion from the settlement which may be received from members of the Settlement Classes. To reflect the fact that payment by the Settling Defendants of such attorneys' fees as

the MDL Court may award will fully satisfy and discharge all claims by all Plaintiffs' Counsel to attorneys' fees, costs and the like in connection with the MDL Action, the Class Actions or the Alleged Conduct, the proposed Final Order and Judgment annexed as Exhibit A provides (a) that any attorneys' liens asserted by any Plaintiffs' Counsel in the MDL Action or elsewhere be discharged; and (b) that Plaintiffs' Counsel be permanently restrained and enjoined from seeking to enforce any such liens.

III. NOTICE, OPT-OUT, AND CLAIM PROCEDURES

A. Notice Plan

Beginning within fourteen days of Preliminary Approval, PLC, with the assistance of Kinsella Media, LLC, shall provide notice to the Consumer Settlement Class and the Commercial Settlement Class in accordance with the Notice Plan using the Summary Notice and the Long-Form Notice. In no event shall the Settling Defendants be responsible for giving notice of this settlement to members of the Consumer Settlement Class or the Commercial Settlement Class, nor for handling inquiries related to the notice or to the Commercial Plan of Distribution or the Consumer Plan of Distribution.

B. Opt-Out Procedure

Any Settlement Class Member shall have the right to be excluded from the Settlement Classes, provided that any such person or entity complies with the following procedures (subject to the approval of such procedures by the MDL Court).

1. On or before the Opt-Out Date, each individual electing to opt out of the Consumer Settlement Class must deposit in the U.S. mail via first class delivery or an overnight delivery service an opt-out notice addressed to the Settlement Administrator which indicates his or her name and address and that he or she desires to be excluded from the

Consumer Settlement Class. The Consumer Class Settlement Amount shall not be reduced as a result of any requests for exclusion from the Consumer Settlement Class.

2. On or before the Opt-Out Date, each individual and entity electing to opt out of the Commercial Settlement Class must deposit in the U.S. mail via first class delivery or an overnight delivery service an opt-out notice addressed to the Settlement Administrator. Such opt-out notice must indicate the Commercial Opt-Out Plaintiff's name and address, and that he, she or it desires to be excluded from the Commercial Settlement Class. The Commercial Class Settlement Amount shall not be reduced as a result of any requests for exclusion from the Commercial Settlement Class.

3. Settlement Class Members may not exclude themselves by filing opt-out notices as a group, but must in each instance individually execute such notices and transmit them to the Settlement Administrator.

C. Opt-Out Notification

On the 28th, 21st, fourteenth and seventh days before the Opt-Out Date and on the Opt-Out Date itself, the Settlement Administrator shall provide updates to PLC, the Settling States' Liaison Counsel and the Settling Defendants setting forth the names of any persons or entities requesting exclusion from either the Consumer Settlement Class or Commercial Settlement Class or both, along with any information provided by such persons or entities in their opt-out notices. Within seven days after the Opt-Out Date, the Settlement Administrator shall send the Final Opt-Out List, along with copies of all opt-out notices received, to PLC, to Settling States' Liaison Counsel and to the Settling Defendants, via electronic mail or other method approved by the Parties (through their counsel).

D. Submission of Commercial Proofs of Claim

On or before the Claim Date, each member of the Commercial Settlement Class that wishes to claim against the Commercial Class Settlement Amount shall be required to file a timely Proof of Claim, except that any claim validated in the Roche Settlement is considered a filed Proof of Claim under this Multistate Settlement Agreement as well and it need not be resubmitted unless the concerned member of the Commercial Settlement Class either (a) wishes to exclude itself from this Multistate Settlement Agreement or (b) wishes to prepare a new Proof of Claim. Any member of the Commercial Settlement Class failing to file a proper Proof of Claim on or before the Claim Date shall be forever barred from receiving any distribution from the Commercial Class Settlement Amount (unless a late-filed proof of claim is approved by an order of the MDL Court) but will in all other respects be bound by all the terms and provisions of this Multistate Settlement Agreement, including but not limited to the releases, waivers and covenants described in Section V hereof.

E. Settling Defendants' Review of Commercial Proofs of Claim; Defense Challenges

Not later than 30 days after the Claim Date, the Settlement Administrator shall provide the Settling Defendants with a schedule of received Proofs of Claim, identifying the claimant, its address and the size of its claim. The Settlement Administrator shall comply to the extent within its means with any Settling Defendant's request for additional information. If a Settling Defendant thereupon forms the good faith view that a Proof of Claim is invalid for reasons such as res judicata or private settlement, it shall deliver to the Settlement Administrator a Defense Challenge in respect of that Proof of Claim. Upon receipt of a Defense Challenge, the Settlement Administrator shall forward the Defense Challenge to the filer of the affected Proof of Claim with notice that in light of the Defense Challenge the

claim will be rejected unless the MDL Court orders otherwise. PLC and the Settling States, and (except as provided in this paragraph) the Settlement Administrator have no responsibility for determining whether a submitted Proof of Claim is invalid for reasons such as res judicata or private settlement.

IV. COURT APPROVAL

The Settling Defendants, PLC and the Settling States will cooperate in seeking approval of this Multistate Settlement Agreement by the MDL Court and the entry of orders dismissing each of the Class Actions with prejudice as against the Released Parties, in accordance with the procedures set forth in this section.

A. Stay of Class Actions

At any time after the execution of this Multistate Settlement Agreement, PLC and the relevant Settling State, upon reasonable request by a Released Party, shall take whatever steps are reasonably necessary to secure a stay of proceedings in any Class Action pending Final Approval in the MDL Court.

B. Filing of the MDL Action

Within 20 days of the execution of this Multistate Settlement Agreement, or on such other date as may be agreed upon by the Parties, PLC and the Settling States shall file the MDL Action with the MDL Court. The complaint in the MDL Action will be in substantially the form of Exhibit C hereto. (The Settling Defendants do not agree that the complaint's factual allegations are accurate or that they would support the species of relief described therein.) When filing the complaint in the MDL Action, in accordance with the MDL Court's Local Civil R. 40.5(b)(2), PLC will also submit the MDL Court's "Notice of Designation of Related Civil Cases Pending in This or Any Other United States Court" in substantially the form of Exhibit D hereto.

C. Motion for Initial Administrative Order; Service of Process

As soon as practical after the clerk of the MDL Court has opened the MDL Action on the MDL Court's electronic case filing system, or at such other time as may be agreed by the Parties, PLC and the Settling States, by motion in substantially the form of Exhibit E hereto, will ask the MDL Court to enter the Proposed Initial Administrative Order. No effort shall be made to serve process in the MDL Action on any Settling Defendant unless (a) PLC has given notice that the MDL Court has refused to enter a Satisfactory Initial Administrative Order or (b) that Settling Defendant has failed to appear by counsel in the MDL Action within 30 days of the entry of a Satisfactory Initial Administrative Order and more than ten days have elapsed from notice to that Settling Defendant that it has failed to appear.

D. Preliminary Approval Motion

Within 20 days of entry of a Satisfactory Initial Administrative Order, or such other date as may be agreed upon by the Parties or established by the MDL Court, PLC and the Settling States shall file the Preliminary Approval Motion. The papers on the Preliminary Approval Motion shall include this Multistate Settlement Agreement and (1) the proposed form of order finally approving this Multistate Settlement Agreement and directing the entry of final judgment annexed hereto as Exhibit A; (2) the proposed forms of notice to members of the Settlement Classes annexed hereto as Exhibits F and G; and, (3) the proposed form of order, annexed hereto as Exhibit B, preliminarily approving this Multistate Settlement Agreement and scheduling additional proceedings. The Parties shall request that a decision be made promptly on the papers or that a hearing on the Preliminary Approval Motion be held at the earliest date convenient to the MDL Court. The Parties shall also request that the MDL

Court schedule a hearing on the Final Approval Motion, with that hearing to be held no less than 150 days after Preliminary Approval.

E. CAFA Notices

1. Attorneys General as “Appropriate State Officials” for CAFA Notice; Service Addresses

The Attorney General of each Settling State confirms (a) that he or she is, in his or her respective jurisdiction, the “appropriate State official,” as that term is defined in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(a)(2), to receive service under 28 U.S.C. § 1715(b) of notice of the proposed settlements contemplated by this Multistate Settlement Agreement; and (b) that the address appearing by his or her name in Exhibit K hereto is the correct address for the service of that notice. The Attorney General of each Settling State agrees to advise the Settling Defendants by notice under paragraph X.G of this Multistate Settlement Agreement should the address at which he or she is to be served change before the tenth day after the filing of the Preliminary Approval Motion.

2. Compliance with CAFA Notice Requirements

Within ten days of the filing of the Preliminary Approval Motion, the Settling Defendants shall comply with the notice requirement of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b). Within 20 days of the filing of the Preliminary Approval Motion, the Settling Defendants shall file proof of that compliance with the MDL Court.

3. Advice by Settling States in the Event of Perceived Deficiencies in CAFA Notice

The Settling States undertake to advise the Settling Defendants in the event that perceived deficiencies in the Settling Defendants’ compliance with 28 U.S.C. § 1715(b) will make it impossible, as otherwise contemplated in paragraph IV.F below, for the Settling

States to include in the papers on the Final Approval Motion a report that the Settling States have no objection to the manner in which the notice to the Settling States was effected.

F. Final Approval Motion

The papers on the Final Approval Motion will be filed with the MDL Court and posted to the Web site maintained by the Settlement Administrator no less than 30 days prior to the date scheduled, as of such filing and posting, for the hearing on Final Approval. The papers on the Final Approval Motion shall report to the MDL Court, if possible, that the Settling States have no objection to the manner in which the Settling Defendants have complied with the state notice provision of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b). The Settling Defendants may ask the MDL Court to pass on the adequacy of their compliance with 28 U.S.C. § 1715(b); the papers on any such request are to be posted promptly after filing with the MDL Court to the Web site maintained by the Settlement Administrator.

G. Hearing on Final Approval

At the hearing on Final Approval, the PLC and the Settling States shall request that the MDL Court:

1. Find that the proposed Settlement Classes satisfy the requirements of a class action under Fed. R. Civ. P. 23 for settlement purposes only;
2. Fully and finally approve the settlement contemplated by this Multistate Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement for each of the members of the Settlement Classes, and direct consummation of the Multistate Settlement Agreement pursuant to its terms and conditions;
3. Find that the form and manner of notice implemented pursuant to Section III of this Multistate Settlement Agreement (i) constituted reasonable and the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to

apprise the members of the Settlement Classes of the pendency of the Class Actions, the terms of the proposed settlement, the right to object to or exclude themselves from the proposed settlement, and the right to appear at the settlement hearing; (iii) constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met the requirements of due process, the Federal Rules of Civil Procedure, and any other applicable law or rules;

4. Direct that judgment be entered dismissing the MDL Action with prejudice as against the Settling Defendants and, except as provided for herein, without costs, but with jurisdiction retained to enforce and to administer the settlement and if not already accomplished to consider the award of attorneys' fees;

5. Provide that, to the extent that parties or claims remain pending in the MDL Action, there is no just reason for delay and that final judgment should be entered forthwith pursuant to Rule 54(b) of the Federal Rules of Civil Procedure;

6. Approve the release of the Released Claims by the Private Releasing Parties and the Settling State Releasing Parties;

7. Discharge and release the Released Parties from all Released Claims;

8. Direct that, for a period of five years, the Clerk of the MDL Court shall maintain the records of those members of the Settlement Classes that timely and properly exclude themselves from the Settlement Classes and that a certified copy of such records shall be provided to the Settling Defendants, at their expense; and

9. Incorporate in the final judgments of dismissal the releases set forth below in paragraph V.A of this Multistate Settlement Agreement, and forever bar any claims or liabilities relating to the MDL Action, the Class Actions, or any Released Claims, including

but not limited to claims by any alleged joint tortfeasor or co-obligor for equitable comparative contribution or partial or comparative indemnity, against the Released Parties.

H. Plans of Distribution

1. Commercial Plan of Distribution

The Commercial Plan of Distribution shall provide that each validated Proof of Claim will entitle the submitting member of the Commercial Settlement Class to a distribution from the Commercial Class Settlement Amount in an amount reflecting that Proof of Claim's percentage share of all validated Proofs of Claim received from all members of Commercial Settlement Class or such amount as approved by the MDL Court. Upon approval of the Commercial Plan of Distribution, the Escrow Agent will consolidate the Commercial Class Escrow Account subaccounts and transfer the Balance of the Commercial Class Settlement Amount to the Settlement Administrator for distribution to the Commercial Settlement Class claimants. Any residual amounts which the Settlement Administrator is unable to distribute in accordance with the Commercial Plan of Distribution shall be allocated among the Settling States, on the basis of the Applicable State Consumer Fund Percentage, for the benefit of the Consumer Settlement Class under the same terms and conditions as set forth in the Consumer Plan of Distribution, or, at the election of the Settling States, to be distributed to one or more designees consistent with the principles of this Multistate Settlement Agreement.

2. Consumer Plan of Distribution

The Consumer Plan of Distribution will provide that the Consumer Class Settlement Amount (plus interest earned in the Consumer Class Escrow Account, less allowed costs and expenses) shall be allocated among the Settling States based upon the Applicable State Consumer Fund Percentage. The Parties recognize the impracticability of identifying consumers of Indirect Vitamin Products during the Relevant Period that were injured as a

result of the violations alleged. Moreover, because of the difficulty in identifying these purchasers and the high cost of administering a direct cash distribution to them, the amounts allocated to each Settling State will be distributed cy pres in accordance with the Consumer Plan of Distribution to eligible organizations. Each Settling State, through its Attorney General (acting in consultation with PLC in Settling States where Class Actions were filed), or as otherwise authorized by state law, shall direct that the portion of the Consumer Class Settlement Amount allocable to that particular state be distributed to one or more Government Entities, not for profit enterprises and/or charitable organizations with the express purpose of ensuring that the funds be used for the improvement of the health and/or nutrition of the citizens of that State and/or the advancement of nutritional, dietary or agricultural science. Recipients of cy pres distributions in the Roche Settlement are acceptable for the Consumer Plan of Distribution. Unless applicable state law forbids it, no more than 10% (except where state law requires the application of a higher percentage) of the funds allocated to a given Settling State may be used, at the discretion of that Settling State and subject to the approval of the MDL Court, for any of the following purposes:

- (a) costs and expenses incurred in connection with administering the Consumer Class Settlement and ensuring the proper distribution to recipients pursuant to the plan of distribution, with any expenditures for this purpose subject to consultation with PLC; and/or,
- (b) antitrust or consumer protection enforcement by the Attorney General of such State; and/or,

- (c) deposit into a state antitrust or consumer protection account (e.g., a revolving trust account), for use in accordance with the state laws governing that account.

3. **Publication of the Settlement Administrator's Procedures for Proof of Claim Review and Validation**

Not later than 30 days after Preliminary Approval, PLC shall cause to be published on the Web site maintained by the Settlement Administrator a description of the Settlement Administrator's plans for the review and validation of Proofs of Claim submitted by members of the Commercial Settlement Class.

4. **Approval of the Plans of Distribution**

With the papers on the motion for Final Approval, PLC shall submit the proposed Commercial Plan of Distribution, and PLC and the Settling States shall submit the proposed Consumer Plan of Distribution, both for the approval of the MDL Court. The approval of the proposed Commercial Plan of Distribution and the proposed Consumer Plan of Distribution shall not be a condition to the approval of the Multistate Settlement Agreement; the Multistate Settlement Agreement may be approved even if the MDL Court enters an order directing that one or both of the plans be revised. Settling Defendants shall have no responsibility for the content, administration or costs of the Commercial Plan of Distribution or the Consumer Plan of Distribution.

V. RELEASES

A. Releases and Covenants Not to Sue

In addition to the effect of any final judgments entered in accordance with this Multistate Settlement Agreement, on and as of the date of Final Approval:

1. The Released Parties shall be released and forever discharged from all Released Claims by each Private Releasing Party. In addition, each Private Releasing Party hereby covenants and agrees that he, she, or it shall not, hereafter, assert any claim, demand, action, suit, or cause of action whether directly, representatively, derivatively or in any other capacity, against any Released Party based in whole or in part, upon the Alleged Conduct and/or the Released Claims, provided however, that it is expressly acknowledged that any release of claims in this Multistate Settlement Agreement is not intended to, and shall not, affect the rights of any Party to pursue: (1) a claim for damages under the Sherman Act (15 U.S.C. § 1 *et seq.*) based on purchases by members of the Settlement Classes of any Vitamin Product directly invoiced from a manufacturer of the Vitamin Product listed on Schedule 3, or (2) a claim by a member of the Commercial Settlement Class arising from a California Purchase.

2. The Released Parties shall be released and forever discharged by the Settling State Releasing Parties from all manner of claims, demands, actions, suits, causes of action, administrative actions, whether class, *parens patriae*, representative, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, statutory or common law, that any Settling State Releasing Party, whether directly, representatively, derivatively, or in any other capacity, ever had, now has, or hereafter can, shall, or may have, arising from the Alleged Conduct and/or the Released Claims for the benefit of, or on behalf of, any or all members of the Settlement Classes; *provided, however*, that it is expressly acknowledged that any release of claims in this Multistate Settlement Agreement is not intended to, and shall not, release any claims

(including the costs, expenses and fees associated therewith) that a Settling State has or may have in the future against the Released Party regarding any or all of the following:

- (a) Government Purchases; or,
- (b) claims that a Settling State Releasing Party may rightfully assert against a Released Party or an assignor by virtue of an assignment of antitrust rights by a direct or indirect purchaser; or,
- (c) actions for civil or criminal penalties or forfeiture under the respective laws of the Settling States for breaches of antitrust and/or consumer protection laws in each respective Settling State arising from the Alleged Conduct during the Relevant Period.

B. Waiver of Claims

Each Private Releasing Party and each Settling State Releasing Party hereby expressly agrees that, as of the Final Approval, he, she or it waives and releases, with respect to the Released Claims that such Private Releasing Party or Settling State Releasing Party has released pursuant to Section V.A hereto, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which provides in substance that “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” Each Private Releasing Party and each Settling State Releasing Party acknowledges that he, she or it may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims that such Private Releasing Party or Settling State Releasing Party has released pursuant to Section V.A hereof, but each Private Releasing Party and each Settling State Releasing Party hereby expressly agrees that, as of

Final Approval, it shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims that such Private Releasing Party or Settling State Releasing Party has released pursuant to Section V.A hereof, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

C. Effect of Disapproval or Non-Approval

1. If (i) the MDL Court disapproves or refuses to grant Final Approval of this Multistate Settlement Agreement as to both the Consumer Settlement Class and the Commercial Settlement Class and that decision is not overturned on appeal or (ii) if an appellate court denies or refuses to grant Final Approval of this Multistate Settlement Agreement as to both the Consumer Settlement Class and the Commercial Settlement Class and no further appeals or other review regarding Final Approval of this Multistate Settlement Agreement is possible, the releases, covenants not to sue, and waivers set forth in this Section shall not apply to any Released Claims; the Balance of the Escrow Accounts shall be returned to the Settling Defendants according to their respective Settlement Percentages; and, unless PLC and the Settling Defendants agree in writing, the MDL Action will be dismissed without prejudice and any stay in the Class Actions may be lifted.

2. If the MDL Court grants Final Approval as to the Consumer Settlement Class but (i) the MDL Court disapproves or refuses to grant Final Approval of this Multistate Settlement Agreement as to the Commercial Settlement Class or (ii) if an appellate court denies or refuses to grant Final Approval of this Multistate Settlement Agreement as to the Commercial Settlement Class and no further appeals or other review regarding Final Approval of the Commercial Settlement Class is possible:

- (a) implementation of this Multistate Settlement Agreement shall proceed as to the Consumer Settlement Class (including, for example, the release from the Consumer Settlement Class and the Settling State Releasing Parties, the distribution of funds to the Consumer Settlement Class, and the distribution of finally approved attorneys' fees and costs in respect of the Consumer Settlement Class); and,
- (b) the PLC and the Settling Defendants will negotiate in good faith for a period of no less than 45 days in an effort to address whatever issues led to the failure to obtain Final Approval as to the Commercial Settlement Class. If those negotiations are not successful, PLC or any Settling Defendant may terminate them by notice under paragraph X.G of this Multistate Settlement Agreement, in which event this Multistate Settlement Agreement shall terminate as to the Commercial Settlement Class; the releases, covenants not to sue, and waivers set forth in this Section shall not apply to any Released Claims of the Commercial Settlement Class; there shall be returned to each Settling Defendant its Settlement Percentage of (i) the Balance of the Commercial Class Escrow Account and (ii) 50% of the Balance of the Attorneys' Fees Escrow Account; and, unless PLC and the Settling Defendants agree otherwise in writing, the commercial claims asserted in the MDL Action shall be dismissed without prejudice and any stay of commercial claims in a Class Action may be lifted.

3. If the MDL Court grants Final Approval as to the Commercial Settlement Class but (i) the MDL Court disapproves or refuses to grant Final Approval of this Multistate Settlement Agreement as to the Consumer Settlement Class or (ii) if an appellate court denies or refuses to grant Final Approval of this Multistate Settlement Agreement as to the Consumer Settlement Class and no further appeals or other review regarding Final Approval of the Consumer Settlement Class is possible:

- (a) implementation of this Multistate Settlement Agreement shall proceed as to the Commercial Settlement Class (including, for example, the release from the Commercial Settlement Class, the distribution of funds to the Commercial Settlement Class, and the distribution of finally approved attorneys' fees and costs in respect of the Commercial Settlement Class); and,
- (b) the Parties will negotiate in good faith for a period of no less than 45 days in an effort to address whatever issues led to the failure to obtain Final Approval as to the Consumer Settlement Class. If those negotiations are not successful, any Party may terminate them by notice under paragraph X.G of this Multistate Settlement Agreement, in which event this Multistate Settlement Agreement shall terminate as to the Consumer Settlement Class; the releases, covenants not to sue, and waivers set forth in this Section shall not apply to any Released Claims of the Consumer Settlement Class or the Settling State Releasing Parties; there shall be returned to each Settling Defendant its Settlement Percentage of (i) the Balance of the Consumer Class Escrow Account

and (ii) 50% of the Balance of the Attorneys' Fees Escrow Account; and, unless PLC and the Settling Defendants agree otherwise in writing, the consumer claims asserted in the MDL Action shall be dismissed without prejudice and any stay of consumer claims in a Class Action may be lifted.

4. Notwithstanding the foregoing, the award of attorneys' fees by the MDL Court in an amount less than the Maximum Fee Award shall not be deemed a disapproval, refusal to approve, or modification of this Multistate Settlement Agreement or any part hereof, and a modification or reversal on appeal of any award of attorneys' fees by the MDL Court shall likewise not be deemed a disapproval, refusal to approve, or modification of this Multistate Settlement Agreement.

5. Notwithstanding the foregoing it shall not be deemed a disapproval, refusal to approve or modification of this Multistate Settlement Agreement should the MDL Court require modification or supplementation of the Notice Plan; *provided, however*, that modification or supplementation of the Notice Plan which requires any Settling Defendant to make any additional payment beyond the payment already required under this Multistate Settlement Agreement or otherwise to bear the incremental costs of any new or additional notice shall be deemed a refusal to approve for purposes of this section, subject to waiver of this provision by the Settling Defendants.

6. Notwithstanding the foregoing, modification or disapproval of a plan of distribution by the MDL Court shall not be deemed a disapproval, refusal to approve or modification of this Multistate Settlement Agreement or any part hereof, and a modification

or reversal on appeal of a plan of distribution shall likewise not be deemed a disapproval, refusal to approve or modification of this Multistate Settlement Agreement.

7. This Multistate Settlement Agreement does not obligate any party to appeal from or to seek further review of a Disapproval Order. Appeals from a Disapproval Order or applications for further review of a Disapproval Order may be taken only in good faith and must be prosecuted expeditiously.

8. If at any time the MDL Court should indicate that it lacks subject-matter jurisdiction to hear the MDL Action, PLC and the Settling States, after consulting with the Settling Defendants, will file amended pleadings to address to the extent possible the jurisdictional concerns of the MDL Court. If a Final Jurisdictional Order determines that the MDL Court can exercise jurisdiction neither over the claims asserted on behalf of the Commercial Settlement Class nor over the claims asserted on behalf of the Consumer Settlement Class, then the Parties are to proceed as in the case of a Disapproval Order as to both classes (paragraph V.C.1 above). In the event that the MDL Court is prepared to hear the claims of one class but not the other, then procedural devices such as severance into separate actions, partial final judgment under Fed. R. Civ. P. 54(b), and interlocutory appeal under 28 U.S.C. § 1292(b) are to be employed to prepare the question for prompt appellate review. If the claims asserted on behalf of the Consumer Settlement Class are proceeding in the MDL Court but a Final Jurisdictional Order determines that the MDL Court cannot exercise jurisdiction over the claims asserted on behalf of the Commercial Settlement Class, then the Parties are to proceed as in the case of a Disapproval Order as to the Commercial Settlement Class (paragraph V.C.2 above). If the claims asserted on behalf of the Commercial Settlement Class are proceeding in the MDL Court but a Final Jurisdictional

Order determines that the MDL Court cannot exercise jurisdiction over the claims asserted on behalf of the Consumer Settlement Class, then the Parties are to proceed as in the case of a Disapproval Order as to the Consumer Settlement Class (paragraph V.C.3 above).

VI. PAYMENT AND DISTRIBUTION

A. No Distribution Until Final Approval

No distribution to any member of the Consumer Settlement Class or to any member of the Commercial Settlement Class, nor any distribution of attorneys' fees, nor any disbursement of any kind, except as approved by the MDL Court in accordance with subparagraph VI.B.1 hereof, or for the payment of taxes on the Escrow Account, may be made from the Consumer Class Escrow Account, the Commercial Class Escrow Account or the Attorneys' Fees Escrow Account until after Final Approval.

B. Funding and Distribution of the Settlement Payments

1. Payment of Settlement Amounts, Notice Costs Advance

Within five business days of the execution of this Multistate Settlement Agreement, from funds presently held in escrow, the Settling Defendants shall pay the Consumer Class Settlement Amount into the Consumer Class Escrow Account, and the Commercial Class Settlement Amount into the Commercial Class Escrow Account. The Escrow Agent shall thereupon divide (a) the Consumer Class Escrow Account into subaccounts according to the Applicable State Consumer Fund Percentages; and, (b) the Commercial Class Escrow Account into subaccounts according to the Applicable State Commercial Fund Percentages. Up to \$1,450,000 (\$725,000 from the Consumer Class Escrow Account, drawn from its subaccounts in accordance with the Applicable State Consumer Fund Percentage; and \$725,000 from the Commercial Class Escrow Account, drawn from its subaccounts in

accordance with the Applicable State Commercial Fund Percentage) shall be available immediately upon Preliminary Approval to pay such Notice Costs and administrative expenses as may be approved by the MDL Court.

2. Attorneys' Fees

Within five business days of the execution of this Multistate Settlement Agreement, from funds presently held in escrow, the Settling Defendants shall pay the Attorneys' Fees Escrow Amount into the Attorneys' Fees Escrow Account. The Escrow Agent shall thereupon divide the Attorneys' Fees Escrow Account into subaccounts according to the Applicable State Attorneys' Fee Fund Percentages as specified in Schedule 6. Payments from the Attorneys' Fees Escrow Account shall be made solely as authorized by the MDL Court. If the MDL Court awards attorneys' fees in an amount less than the Maximum Fee Award, then the Balance of the Attorneys' Fees Escrow Account shall be returned to the Settling Defendants according to their respective Settlement Percentages within ten days after of the payment of the award. If an award of attorneys' fees is overturned on appeal, then the amount awarded shall be returned to the Settling Defendants according to their respective Settlement Percentages within ten business days of the conclusion of appellate proceedings and any remand proceedings. If the award of attorneys' fees is reduced on appeal, the amount of the reduction shall be returned to the Settling Defendants according to their respective Settlement Percentages within ten business days of the conclusion of appellate proceedings and any remand proceedings.

3. Costs

PLC shall be entitled to apply to the MDL Court for an order authorizing the reimbursement of Plaintiffs' Counsel's costs. The Settling Defendants agree not to object to such requests as long as they are not unreasonable and are not inconsistent with this Multistate

Settlement Agreement. Costs and administrative expenses associated solely with the Consumer Settlement Class shall be borne solely by the Consumer Class Escrow Account. Costs and administrative expenses associated solely with the Commercial Settlement Class shall be borne solely by the Commercial Class Escrow Account. In all other respects, including in respect of costs and administrative expenses of notice published or sent to members of both the Consumer Settlement Class and the Commercial Settlement Class, costs shall be borne 50% by the Consumer Class Escrow Account and 50% by the Commercial Class Escrow Account.

4. **Distribution of Class Settlement Amounts**

As soon as practicable after Final Approval, the Consumer Class Settlement Amount shall be distributed pursuant to the Consumer Plan of Distribution and the Commercial Class Settlement Amount shall be distributed pursuant to the Commercial Plan of Distribution. The Settling Defendants shall have no responsibility for the distribution of any funds.

VII. ESCROW ACCOUNT

1. Subject to the provisions hereof, and in full, complete and final settlement of the claims asserted in the Class Actions and the claims to be asserted in the MDL Action, the Settling Defendants shall pay the amounts required by this Multistate Settlement Agreement into the Escrow Account held and administered by the Escrow Agent, pursuant to the terms of the Escrow Agreement.

2. The Escrow Account is intended by the Parties hereto to be treated as a “qualified settlement fund” for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, and to that end the Parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of

the Settling Defendants, a “relation back election” as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the Escrow Agent shall take all actions as may be necessary or appropriate to this end. In accordance with the Escrow Agreement, the Escrow Agent shall use funds in the Escrow Account to pay taxes or estimated taxes on any income earned on the funds in the Escrow Account and to pay all related costs and expenses. In the event federal or state income tax liability is finally assessed against and paid by any Settling Defendant as a result of any income earned on the funds in the Escrow Account, such Settling Defendant shall be entitled to reimbursement of such payment from the funds in the Escrow Account, in accordance with the Escrow Agreement, after approval by the MDL Court and whether or not Final Approval has occurred. The Settling Defendants will use their best efforts to resist any such assessment or payment.

3. Interest earned by the Consumer Class Escrow Account, Commercial Class Escrow Account and the Attorneys’ Fees Escrow Account, as the case may be, shall be credited not less than monthly.

VIII. OPT-OUT TERMINATION RIGHTS

Notwithstanding any other provision of this Multistate Settlement Agreement, if any Settling Defendant concludes in good faith that there is a risk that it will be forced to defend itself in substantial future litigation with respect to claims by Commercial Opt-Out Plaintiffs arising out of the Alleged Conduct, each Settling Defendant, in its discretion, acting in good faith, and after reasonable inquiry, has the right to terminate its participation in the Commercial Settlement Class portion of the Multistate Settlement Agreement, solely with regard to that Settling Defendant.

A. No Effect on Consumer Settlement Class

The exercise of this option to terminate will have no effect upon the settlement of the claims of the Consumer Settlement Class or upon a Terminating Settling Defendant's participation in that settlement.

B. Termination Deadline

To be effective, a Settling Defendant's right to terminate pursuant to this section must be exercised by written notice of its termination filed with the MDL Court no later than ten days after receipt by counsel for the Settling Defendants of the Final Opt-Out List.

C. Effect on Settlement Fund

The Commercial Class Settlement Amount shall be reduced to the extent of the Settlement Percentage of the Terminating Settling Defendant. There shall be returned to the Terminating Settling Defendant (i) its Settlement Percentage of the Balance of the Commercial Class Escrow Account; and (ii) its Settlement Percentage of 50% of the Balance of the Attorneys' Fees Escrow Account. The rights and obligations of Settling Defendants other than a Terminating Settling Defendant are unaffected by the latter's exercise of its termination rights.

D. Effect on Releases

In the event that a Settling Defendant becomes a Terminating Settling Defendant, with respect to that Terminating Settling Defendant all aspects of this Multistate Settlement Agreement relating to the Commercial Settlement Class, including any releases by Commercial Settlement Class members, shall be null and void, and all litigation by members of the Commercial Settlement Class relating to the Alleged Conduct, including the Class Actions, may proceed with respect to that Terminating Settling Defendant as if the Terminating Settling Defendant had never been party to this Multistate Settlement

Agreement. Any order certifying the Commercial Settlement Class shall be vacated as to each Terminating Settling Defendant and the Terminating Settling Defendant's position that the Class Actions may not properly be maintained as class actions for litigation purposes shall not be prejudiced or compromised by its participation in efforts to seek approval of the Multistate Settlement Agreement.

E. Dismissal of Commercial Claims Against Terminating Defendant; Conclusion of Stay

Unless PLC and a Terminating Settling Defendant agree otherwise in writing, commercial claims asserted against that Terminating Settling Defendant in the MDL Action shall be dismissed without prejudice, and any stay of commercial claims in a Class Action as against that Terminating Settling Defendant may be lifted.

IX. DISMISSAL OF REMAINING CLASS ACTIONS

Upon Final Approval, PLC shall act promptly to seek the dismissal of those Class Actions then still pending as against any Released Party. In consultation with the Settling Defendants' attorneys and local advice, PLC shall seek dismissal of the claims asserted in each Class Action against those Released Parties which are party thereto, by notice, by stipulation, by consent motion or by such other procedure as appears reasonable in the circumstances in view of local law and practice, on the grounds of release, settlement and res judicata and on such other or additional grounds as may appear expedient in a given case. If a given Class Action will continue against other defendants, PLC must if possible seek partial final judgment in respect of the Released Parties party thereto under applicable law, such as analogs to Fed. R. Civ. P. 54(b). The Secretary of Justice of the Commonwealth of Puerto Rico will seek the dismissal of the Puerto Rico Action by a written motion in substantially the form of the Spanish-language document appearing in Exhibit I hereto. (The

English-language document included in Exhibit I is a courtesy translation for information only.) Exhibit J hereto is a template dismissal motion designed to provide guidance and suggestions to counsel in respect of Class Actions in which a simpler procedural device, such as a notice or stipulation, is unavailable or is deemed inexpedient.

X. MISCELLANEOUS PROVISIONS

A. Best Efforts

The Settling Defendants, PLC, Plaintiffs' Counsel and the Settling States agree to undertake their reasonable best efforts, including all steps and efforts contemplated by this Multistate Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by court order or otherwise, to carry out the terms and objectives of this Multistate Settlement Agreement.

B. Solvency, Bankruptcy

Each Settling Defendant (except Chinook) warrants individually (but not jointly or collectively) that, as of the date of this Multistate Settlement Agreement, it is not insolvent, nor will funding its share of the payments under this Multistate Settlement Agreement render it insolvent within the meaning of and/or for the purposes of the United States Bankruptcy Code. If a case is commenced with respect to any Settling Defendants under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and in the event any payment by that Settling Defendant should be voided as a preference or fraudulent transfer, or for similar reasons, and if pursuant to an order of a court of competent jurisdiction monies paid by a Settling Defendant pursuant to this Multistate Settlement Agreement are either not delivered or are returned to the Settling Defendant or to the trustee, receiver, or conservator appointed by a court in any bankruptcy proceedings with

respect to that Settling Defendant, the releases given and judgment entered in favor of that Settling Defendant pursuant to this Multistate Settlement Agreement shall be null and void.

**C. Protection Against Duplicative Liability
for Contribution or Indemnity**

The parties recognize that, upon Final Approval, any claim for contribution and/or indemnification against any Released Party would likely be barred as a matter of law. However, if for any reason such claims are not barred, then notwithstanding anything to the contrary contained in this Multistate Settlement Agreement, in consideration of the terms hereof and in order to induce the Settling Defendants to enter into this Multistate Settlement Agreement, members of the Settlement Classes and the Settling State Releasing Parties shall exclude from the dollar amount of any judgment collectible against any person in the Class Actions or any other action or proceeding on any claim comparable to the Released Claims, an amount equal to the percentage or amount of such judgment for which any Released Party would be responsible pursuant to a valid and enforceable claim for contribution and/or indemnification (other than any such claim that arises out of any voluntarily assumed contribution and/or indemnification obligation of such Released Party). Settlement Class Members and the Settling State Releasing Parties agree that the undertaking set forth in this paragraph is not only for the benefit of the Released Parties but also for the benefit of any person against whom any such judgment is entered and that this undertaking may be enforced by any such person as third-party beneficiary of this paragraph of this Multistate Settlement Agreement. This paragraph provides for a judgment reduction only, and in no event shall this paragraph or the contribution bar provision of Exhibit A hereto or in any final judgment in the MDL Action in substantially the form of Exhibit A hereto create a separate liability requiring

the repayment by any Settlement Class Members or Settling State of any funds distributed pursuant to this Multistate Settlement Agreement.

D. Resolution of Disputes; Retention of Jurisdiction

The MDL Court shall be asked to retain jurisdiction over the implementation and enforcement of this Multistate Settlement Agreement and its schedules and exhibits. Any disputes concerning matters contained in this Multistate Settlement Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the MDL Court, unless the parties agree that the matter should be submitted to a special master for decision.

E. Authorization to Enter Multistate Settlement Agreement

Each undersigned representative of the Settling Defendants covenants and represents that such representative is fully authorized to enter into and to execute this Multistate Settlement Agreement on behalf of the Settling Defendant(s) he or she represents. PLC represents that it is fully authorized to conduct settlement negotiations with defense counsel on behalf of Settlement Class Members and Plaintiffs' Counsel and to enter into, and to execute, this Multistate Settlement Agreement on behalf of the Settlement Classes and Plaintiffs' Counsel, subject to the MDL Court's approval. Each Settling State covenants and represents that it is fully authorized to enter into and execute this Multistate Settlement Agreement on behalf of all Settling State Releasing Parties from that state to the fullest extent of the law.

F. Confidentiality of Documents

PLC, for itself and for Plaintiffs' Counsel, acknowledges that discovery in the Class Actions and related litigation in the MDL Court and elsewhere has involved disclosures of trade secrets and other confidential and proprietary business, technical and financial

information. PLC, for itself and for Plaintiffs' Counsel, agrees that, except as otherwise required by law, within 30 days after termination of the Class Actions against all defendants, all materials produced to, and all information discovered, that is in the possession of Plaintiffs' Counsel, or experts retained by or on behalf of any Settlement Class Member, shall be destroyed or returned to the producing Party, except to the extent that continued retention of any of the Settling Defendants' material and information is governed by a protective order in another action; provided, however, that the Settling Defendants, PLC and the Settling States may retain a set of pleadings, briefs, affidavits, and any other papers filed with the MDL Court or any court in the pending Class Actions notwithstanding that such material may contain or refer to information that otherwise is subject to this paragraph, but subject to any applicable protective order (except any provision therein requiring the return or destruction of such materials upon the conclusion of litigation), and provided further that this paragraph does not impose an obligation on any Party to conduct an unreasonably extensive purge of its computer systems. In addition to any protections provided by court orders or other confidentiality agreements, all such materials subject to this paragraph shall be used solely for the purpose of prosecuting the Class Actions. Upon request, counsel for each Party shall provide the producing Party with a written declaration under penalty of perjury certifying that any documents required to be returned or destroyed have been returned or destroyed.

G. Notices

All notices under this Multistate Settlement Agreement shall be in writing. Unless otherwise provided, each such notice shall be given either by (i) hand delivery; (ii) registered or certified mail, return receipt requested, postage pre-paid; or (iii) Federal Express or similar overnight courier, and shall be addressed to the notice addressees set forth on Schedule 5 hereto or to such other addressee as PLC, a Settling State or a Settling Defendant may

designate, from time to time, by giving notice to all parties hereto in the manner described in this paragraph. Except for the notice (discussed in paragraph IV.E.1 above) required by 28 U.S.C. § 1715(b), notices to any Settling State are to be addressed to the Settling States' Liaison Counsel unless a given Settling State by notice designates a different addressee for notice to that Settling State.

H. No Admission

Whether or not this Multistate Settlement Agreement becomes final or is terminated for any reason, the Parties expressly agree that this Multistate Settlement Agreement and its contents, including its exhibits and schedules, and any and all statements, negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence: (a) of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the complaints in the Class Actions, or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Class Actions, or in any other action or proceeding; or (b) that the Class Actions, or any similar litigation may properly be maintained as class actions for litigation purposes; *provided, however*, this paragraph shall not apply in proceedings to interpret or to enforce this Multistate Settlement Agreement.

I. Intended Beneficiaries

Except as expressly provided in this Multistate Settlement Agreement, no provision of this Multistate Settlement Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Party, a Settlement Class Member, a Released Party, a Settling State, or PLC. No Settlement Class Member or Plaintiffs' Counsel may assign or otherwise convey any right to enforce any provision of this Multistate Settlement Agreement.

J. Headings; Plurals and Singulars of Defined Terms

The headings used in this Multistate Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Multistate Settlement Agreement. Where in the text a term is defined in plural and used in singular, it means one such; where in the text a term is defined in singular is used in plural, it means more than one such.

K. Agreement Negotiated in Conjunction with California Settlement

In addition to the Class Actions, most of the Settling Defendants were defendants in similar litigation in California. Representatives of PLC and the Settling States worked with representatives of private plaintiffs in California and the Attorney General of California to negotiate overall settlement figures for the Settling Defendants (other than Chinook) which in the aggregate totaled \$33.7 million. The Total Non-Chinook Settlement Amount in this Multistate Settlement Agreement is approximately 73.79% of that overall settlement amount, a proportion resulting from negotiations between representatives of PLC and the Settling States, on the one hand, and, on the other hand, representatives of the private plaintiffs in California and the Attorney General of California. The California aspects of the overall settlement have already been effectuated in the California courts.

L. No Party is the Drafter

None of the Parties hereto shall be considered to be the drafter of this Multistate Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

M. Choice of Law

All terms of this Multistate Settlement Agreement and the exhibits and schedules hereto shall be governed by and interpreted according to the substantive laws of the District of Columbia without regard to its choice of law or conflict of laws principles.

N. Amendment, Waiver

This Multistate Settlement Agreement shall not be modified in any respect except by a writing executed by PLC, the Settling States and the Settling Defendants. The waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Multistate Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Multistate Settlement Agreement.

O. Execution in Counterparts

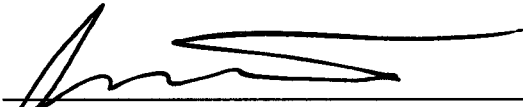
This Multistate Settlement Agreement may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of the date thereof, although the original signature pages shall thereafter be appended to this Multistate Settlement Agreement and filed with the MDL Court.

P. Integrated Agreement

This Multistate Settlement Agreement contains an entire, complete and integrated statement of each and every term and provision agreed to by and among the Parties hereto, supersedes any prior agreement written or oral, and is not subject to any condition not provided for herein.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives have agreed to this Multistate Settlement Agreement as of the date first herein above written.

STRAUS & BOIES, LLP

By: 

David Boies III
Timothy D. Battin
Ian Otto

*Plaintiffs' Lead Counsel, on behalf of the
Settlement Classes and Plaintiffs' Counsel*

PETER J. NICKLES
Attorney General of the District of Columbia

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Ellen Efros
Assistant Deputy Attorney General,
Civil Litigation Division
Paul T. Gallagher (D.C. Bar # 0439701),
Chief, Public Advocacy Section
Craig S. Farringer (D.C. Bar # 980917)
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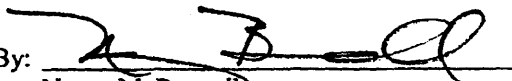
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Public Advocacy Division
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Lizabeth A. Leeds
Chief, Multistate Antitrust Enforcement
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Department of the Attorney General
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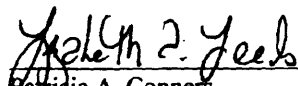
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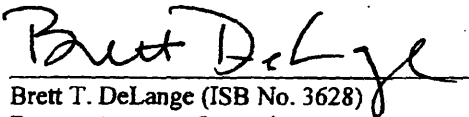
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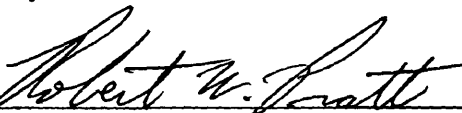
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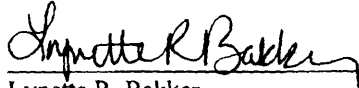
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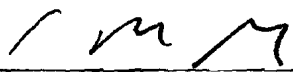
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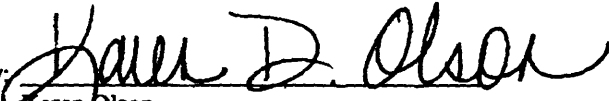
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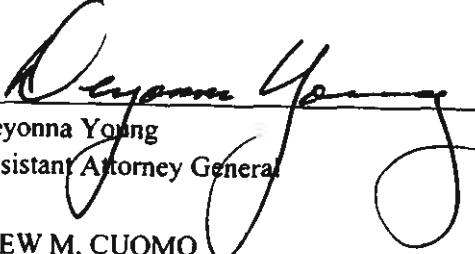
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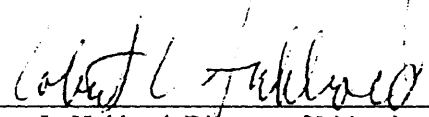
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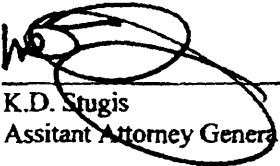
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ROBERTO J. SÁNCHEZ RAMOS
Secretary of Justice of the Commonwealth
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By: _____
Jose G. Diaz Tejera
Deputy Attorney General
Office of Monopolistic Affairs

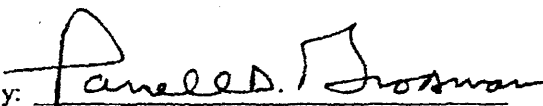
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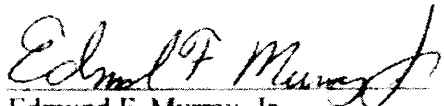
By:



José G. Díaz Tejera
Deputy Attorney General
Office of Monopolistic Affairs

**Re: Vitamins Antitrust Litigation
Multistate Settlement Agreement**

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Jeffrey P. Hallem
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Senior Counsel, Antitrust Division

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By: _____
Sarah E.B. London
Assistant Attorney General
Public Protection Division

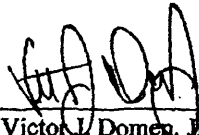
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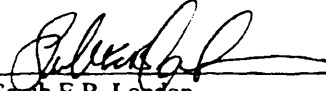
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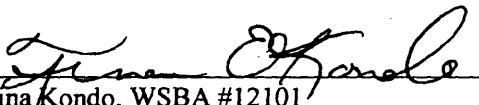
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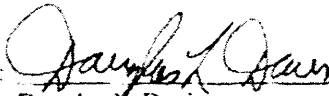
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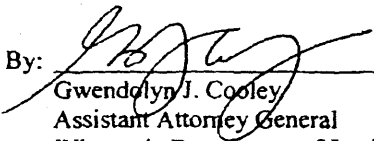
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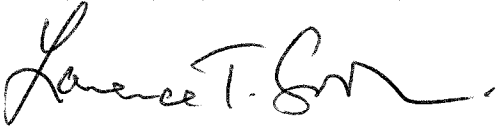
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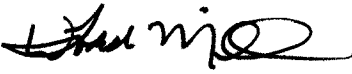
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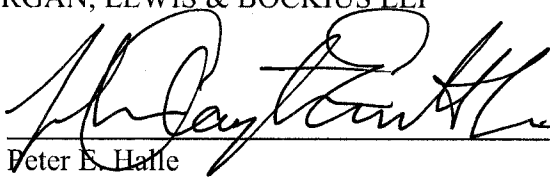
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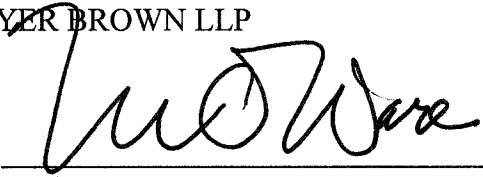
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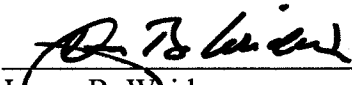
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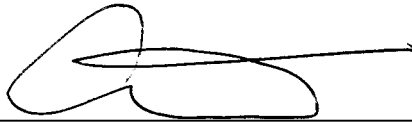
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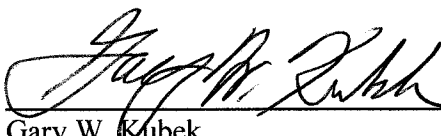
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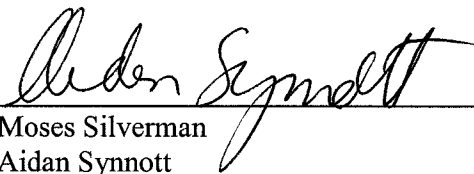
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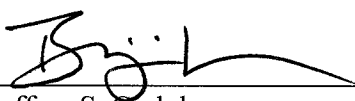
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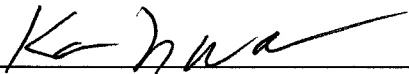
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**Vitamins Multistate Settlement Agreement
dated as of October 30, 2009**

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SCHEDULE 1

List of Class Actions

SCHEDULE 1**The “Class Actions”**

Notes: Actions are identified in this Schedule 1 as “pending” if to counsel’s knowledge the action has not been dismissed; the inclusion of an action on this Schedule 1 is not a comment on the present viability of any claim asserted in any action.

Filing dates are approximate.

Arizona

Pending: *Richardson*, Sup. Ct., Maricopa County, No. CV99-06005 (filed April 13, 1999).

Dismissed: *PFFJ, Inc.*, Sup. Ct., Maricopa County, Case No. CV2000-00947 (filed May 12, 2000), *removed*, Case No. cv00-1294PHXJWS (D. Ariz), *transferred*, No. 00 Civ. 2115 (TFH) (D.D.C.).

District of Columbia

Pending: *Giral*, Sup. Ct. Case No.98ca007467 (filed September 30, 1998).

Florida

Pending: *Garofolo*, 17th Judicial Dist., Broward County, Case No. 99-010358 (filed June 10, 1999).

Dismissed: *Pardell*, 11th Judicial Circuit, Miami-Dade County, Case No. 99-05681-CA-23 (filed March 5, 1999).

Kansas

Pending: *In re Kansas Vitamins Antitrust Litigation (Todd v. F. Hoffmann-La Roche Ltd.)*, Dist. Ct. Wyandotte County, Case No. 98-C-4574 (filed October 1, 1998), into which, pursuant to orders of the Kansas Supreme Court and the Wyandotte District Court, have been consolidated the following previously independent actions: *Nance*, Dist. Ct. Johnson County, Case No. 99-C-07699 (filed June 16, 1999); *Ingram*, Dist. Ct. Sedgwick County, Case No. 99-C-1663 (filed June 3, 1999); *Beef Belt Feeders*, Dist. Ct., Scott County, Case No. CV00-C01 (January 5, 2000); *Premier Pork v. F. Hoffmann-La Roche Ltd.*, Dist. Ct., Scott County, Case No. CV00-C-4 (filed January 12, 2000).

Dismissed: *Cox d/b/a Steven Cox Assocs.*, Dist. Ct. Wyandotte County, Case No. 00-C-1890, (filed May 18, 2000).

Premier Pork and Ken Goodyear (intervenor) v. Nepera, Dist. Ct., Scott County, Case No. 00-CV-15 (filed May 25, 2000).

Maine

Dismissed: *Headrick*, Sup. Ct., Cumberland County, Docket No. CV-99-148 (filed March 8, 1999), into which was consolidated *Semba*, Sup. Ct., Cumberland County, Case No. CV-99-50 (filed July 26, 1999).

Michigan

Dismissed: *Bascomb*, Cir. Ct., Wayne County, Case No. 99-906364CZ (filed March 11, 1999), into which had been consolidated *Addison*, Cir. Ct., Wayne County, Case No. 99-917982NZ (filed June 10, 1999).

Neu, Cir. Ct., Genesee County, Case No. 99-66219CZ (filed September 2, 1999).

Minnesota

Dismissed: *In re Minnesota Vitamin Antitrust Litigation (DeNardi v. F. Hoffmann-La Roche Ltd.)*, Dist. Ct., Ramsey County, Case No. C2-00-1800, consolidating the previously independent actions *DeNardi*, Dist. Ct., Hennepin County, Case No. 27-cv-99-3123 (filed March 5, 1999); *Murr*, Dist. Ct., Dakota County, Case No. 19-C9-99-9673 (filed September 29, 1999); *Big Valley Milling Co.*, Dist. Ct., Chippewa County, Case No. C1-99-405(PAN); *Custom Nutrition, Inc.*, Dist. Ct., Kandiyohi County, Case No. 34-C4-99-001274 (DMS) (filed September 13, 1999); and, *Field*, Dist. Ct., McLeod County, Case No. 43-C0 99-856 (filed November 16, 1999 as *Form-A-Feed, Inc.*).

Holden Farms, Inc., Dist. Ct., Hennepin County, File No. MC 00-007231 (filed May 31, 2000).

Benda, Dist. Ct., Ramsey County, Case No. CX-03-2398 (September 6, 2002).

New Mexico

Pending: *In re New Mexico Vitamins Indirect Purchasers Antitrust Litigation*, Dist. Ct., Bernalillo County, Case No. CV 99 12056, consolidating *Budagher*, Dist. Ct., Bernalillo County, Case No. CV-99-05882 (filed June 9, 1999); *Currens*, Dist. Ct., Bernalillo County, Case No. D-0101-CV-9905942 (filed June 10, 1999), *King*, Dist. Ct., Santa Fe County, Case No. D-0101-CV-9901408 (filed June 14, 1999); *Morales*, Dist. Ct., Santa Fe County, Case No. D-0101-CV-9901558 (filed June 29, 1999); and *Vallejos*, Dist. Ct., Santa Fe County, Case No. D-0101-CV 9901559 (filed June 29, 1999).

New York

Pending: *Scanlan*, Supreme Ct., Albany County, Albany County Index No. 1237/99 (filed March 4, 1999), into which have been consolidated *Batchelder*, New York County Index No. 99/602737 (filed June 4, 1999); *Drug Mart Pharmacy Corp.*, Kings County Index No. 99/14537 (filed April 27, 1999); *Isquith*, Kings County Index No. 18043/99 (filed May 24, 1999); *Paness*, New York County Index No. 99/602740 (filed June 4, 1999); *Rubin*, New York County Index No. 99/11180 (filed June 4, 1999); and, *Rubino*, Richmond County Index No. 99/11344 (filed April 9, 1999).

North Carolina

Pending: *Nicholson*, Sup. Ct., Mecklenburg County, Case No. 99-CVS-3592 (filed March 5, 1999).

Dismissed: *Picos*, Sup. Ct., Cumberland County, Case No. 99-CVS-5035 (filed July 20, 1999).

North Dakota

Pending: *O'Neill*, Dist. Ct., Burleigh County, Case No. 99-C-1673 (filed May 21, 1999).

Dismissed: *Tokach*, Dist. Ct., Morton County, Case No. 99-C-1673 (filed June 30, 2000).

South Dakota

Pending: *Chaffee*, Cir. Ct., Meade County, Court No. 99-221 (filed June 25, 1999).

Dismissed: *D&D Farms*, Cir. Ct., Hughes County, Civil Case No. 00-209 (filed June 1, 2000) *removed*, Case No. 00-3030 (D.S.D.), *transferred*, No. 00 Civ. 2117 (TFH) (D.D.C.).

Tennessee

Pending: *Panitz*, Cir. Ct., Shelby County, Case No. 302829-8TD (filed June 17, 1999).

McCampbell, Jefferson County, C.A. No. 16,68 (filed April 1, 1999)

West Virginia

Pending: *Anile Pharmacy*, Cir. Ct., Hancock County, Case No. 99-C-135RIS (filed June 23, 1999).

Archer, Cir. Ct., Kanawha County, Case No. 99-C-327 (filed February 4, 1999).

Wisconsin

Dismissed: *In re Vitamin Antitrust Litigation*, Cir. Ct., Milwaukee County, Case No. 98-CV-7792 (filed October 5, 1998), into which had been consolidated *Kluz*, Cir. Ct., Dodge County, Case No. 99-CV-194 (filed March 18, 1999); *J&R Ventures*, Cir. Ct., Dane County, Case No. 99-CV-0745 (filed April 8, 1999); *Krings*, Cir. Ct., Milwaukee County, Case No. 99-CV-4701 (filed June 11, 1999); *Solocare Pharmaceuticals*, Cir. Ct., Milwaukee County, Case No. 99-CV-10091 (filed December 14, 1999); *West Bend Elevator, Inc.*, Cir. Ct., Washington County, Case No. 00-CV-0016 (filed January 7, 2000); *Bay Lakes v. Chinook Group*, Cir. Ct., Milwaukee Co., Case No. 00-CV-006482 (filed August 4, 2000); *Bay Lakes v. Hoffmann-La Roche*, Cir. Ct., Milwaukee Co., Case No. 00-CV-006483 (filed August 4, 2000); and *Bay Lakes v. Alusuisse Lonza Group*, Cir. Ct., Milwaukee Co., Case No. 00-CV-006484 (filed August 4, 2000).

Uphoff Ham & Bacon Farm, Cir. Ct., Dane County, Case No. 00-CV-1535 (filed June 7, 2000).

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ROSSBACHER FIRM, THE f/k/a ROSSBACHER & ASSOCIATES

SACHS, WALDMAN, P.C. f/k/a SACHS, WALDMAN, O'HARE, HELVESTON, BOGAS &
McINTOSH, P.C.

ORELL SCHMITZ successor to SCHMITZ, MOENCH & SCHMIDT

SEEGER WEISS, L.L.P.

SHARP MCQUEEN, P.A. successor to DIEL & SEELMAN, P.C.

SIEGEL, BRILL, GREUPNER, DUFFY & FOSTER, P.A.

STEPHEN R. FELSON

STRAUS & BOIES, LLP (Plaintiffs' Lead Counsel)

SUSAN LaCAVA, S.C.

UNGER LAW OFFICE successor to RIDER, BENNETT, L.L.P. f/k/a RIDER, BENNETT,
EGAN & ARUNDEL, L.L.P.

WERMERSKIRCHEN LAW OFFICE, PA f/k/a DARVAL, NELSON, WERMERSKIRCHEN
& FRANK, P.A.

WOLF POPPER, L.L.P.

WOLF, HALDENSTEIN, ADLER, FREEMAN & HERZ, L.L.P.

WYATT & BLAKE, L.L.P.

SCHEDULE 3

Direct Sellers Schedule

SCHEDULE 3**DIRECT SELLERS**

Vitamin Product	Manufacturer*
Premix	BASF Aventis Roche
Vitamin A	BASF Aventis Roche
Vitamin B1 (Thiamin)	Roche Takeda
Vitamin B2 (Riboflavin)	BASF Roche Takeda
Vitamin B3 (Niacin and niacinamide)	Degussa Lonza Nepera Reilly
Vitamin B4 (Choline Chloride)	AKZO BASF Bioproducts Chinook DCV DuCoa UCB
Vitamin B5 (Calpan)	BASF Daiichi Roche
Vitamin B6	Daiichi Roche Takeda
Vitamin B9 (Folic Acid)	Kongo Roche Takeda Yodogawa/Sumika
Vitamin B12 (Cyanocobalamine Pharma)	Aventis
Vitamin C	BASF E-Merck Roche Takeda

Vitamin E	BASF Eisai Aventis Roche
Vitamin H (Biotin)	E-Merck Lonza Roche Sumitomo Tanabe
Astaxanthin	BASF Roche
Beta-Carotene	BASF Roche
Canthaxanthin	BASF Roche

* For the purposes of the foregoing schedule:

■ “AKZO” means AKZO Nobel NV and AKZO Nobel Inc.

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

■ “BASF” means BASF Corporation and BASF AG

■ “Bioproducts” means Bioproducts Incorporated, Mitsui & Co. (U.S.A.), Inc. and Mitsui & Co., Ltd.

■ “Chinook” means Chinook Group, Ltd. and Chinook Group, Inc.

■ “Daiichi” means Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc. and Daiichi Pharmaceutical Corporation

■ “DCV” means DCV, Inc.

■ “Degussa” means Degussa GmbH, successor to Degussa AG f/k/a Degussa-Hüls AG, and Degussa Corporation f/k/a Degussa-Hüls Corporation

■ “DuCoa” means DuCoa L.P.

■ “Eisai” means Eisai Co., Ltd., Eisai U.S.A., Inc. and Eisai Inc.

■ “E-Merck” means Merck KGaA, E. Merck and EM Industries, Inc.

■ “Kongo” means Kongo Chemical Co., Ltd.

- “Lonza” means Lonza Group Ltd., Lonza AG and Lonza Inc.
- “Nepera” means Nepera, Inc.
- “Reilly” means Reilly Industries, Inc. and Reilly Chemicals S.A.
- “Roche” means Hoffmann-La Roche Inc., Roche Vitamins Inc. and F. Hoffmann-La Roche Ltd.
- “Sumitomo” means Sumitomo Chemical Co., Ltd. and Sumitomo Chemical America, Inc.
- “Takeda” means Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA Inc. and Takeda U.S.A.
- “Tanabe” means Tanabe Seitaku Company, Ltd. and Tanabe U.S.A. Inc.
- “UCB” means UCB S.A. and UCB, Inc.
- “Yodogawa/Sumika” means Yodogawa Pharmaceutical Co. and Sumika Fine Chemicals Co.

SCHEDULE 4

Relevant Period Schedule

SCHEDULE 4

VITAMIN PRODUCT	RELEVANT PERIOD
VITAMIN A AND A BLENDS	January 1, 1990-December 31, 1999
VITAMIN B1 (THIAMIN)	January 1, 1990-December 31, 1995
VITAMIN B2 (RIBOFLAVIN)	January 1, 1990-September 30, 1996
VITAMIN B3 (NIACIN)	January 1, 1988-December 31, 2000
VITAMIN B4 (CHOLINE CHLORIDE)	January 1, 1988-December 31, 1999
VITAMIN B5 (CALPAN)	January 1, 1990-February 28, 2000
VITAMIN B6 (Pyridoxine)	January 1, 1990-December 31, 1995
VITAMIN B9 (FOLIC ACID)	January 1, 1990-June 30, 1995
VITAMIN B12 (Cyanocobalamine Pharma)	January 1, 1990-December 31, 1998
VITAMIN C	January 1, 1990-November 30, 1996
VITAMIN E	January 1, 1990-February 28, 2000
VITAMIN H (BIOTIN)	January 1, 1990-September 30, 1996
ASTAXANTHIN	January 1, 1990-December 31, 1999
BETA-CAROTENE	January 1, 1990-December 31, 1999
CANTHAXANTHIN	January 1, 1990-December 31, 1999
PREMIX	January 1, 1990-December 31, 1999

For the purposes of the Multistate Settlement Agreement, “Single Ingredient Vitamin Supplements” means any product that contains one of the above-listed Vitamin Products in combination with other substances (such as inactive ingredients or dilution agents), and is sold under the name of that Vitamin Product as a dietary supplement.

For the purposes of the Multistate Settlement Agreement, “Straight Bulk Vitamin Product” means any product that solely contains one of the above-listed Vitamin Products and is sold in bulk.

SCHEDULE 5

Addresses for Notices

SCHEDULE 5

ADDRESSES FOR NOTICES

SETTLING DEFENDANTS

Akzo Nobel Inc.

Laurence T. Sorkin
Roy L. Regozin
CAHILL GORDON & REINDEL LLP
80 Pine St.
New York, N.Y. 10005

Merck

James B. Weidner
Todd A. Spiegelman
CLIFFORD CHANCE US LLP
31 W. 52nd St.
New York, N.Y. 10019

Chinook

Donald I. Baker
W. Todd Miller
BAKER & MILLER, PLLC
2401 Pennsylvania Ave., N.W., Suite 300
Washington, D.C. 20037

Mitsui

Colin C. West
BINGHAM McCUTCHEN LLP
Three Embarcadero Center
San Francisco, Calif. 94110

with a copy to

Degussa

Peter E. Halle
J. Clayton Everett, Jr.
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Ave., N.W.
Washington, D.C. 20004

Ernest E. Vargo
BAKER & HOSTETLER LLP
3200 National City Center
1900 E. Ninth St.
Cleveland, Ohio 44114

Nepera, Inc.

Gary W. Kubek
Michael Schaper
DEBEVOISE & PLIMPTON LLP
919 Third Ave.
New York, N.Y. 10022

Lonza AG

Michael O. Ware
MAYER BROWN LLP
1675 Broadway
New York, N.Y. 10019

Reilly

Karen N. Walker
KIRKLAND & ELLIS LLP
655 Fifteenth St., N.W.
Washington, D.C. 20005

Sumitomo

Moses Silverman
Aidan Synnott
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
1285 Avenue of the Americas
New York, N.Y. 10019

Tanabe

Mark Riera
SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP
333 S. Hope St., 48th Fl.
Los Angeles, Calif. 90071

UCB Pharma, Inc.

Jeffrey S. Cashdan
Benjamin Lee
KING & SPALDING LLP
1180 Peachtree St., N.E.
Atlanta, Ga. 30309

PLAINTIFFS' LEAD COUNSEL

David Boies
Timothy D. Battin
Ian Otto
STRAUS & BOIES LLP
4041 University Dr.
Fairfax, Va. 22030

SETTLING STATES' LIAISON COUNSEL

Robert L. Hubbard, Esq.
Director of Litigation, Antitrust Bureau
Office of the Attorney General
120 Broadway
New York, N.Y. 10271

SCHEDULE 6

Applicable State Percentages

SCHEDULE 6**APPLICABLE STATE PERCENTAGES**

STATE	APPLICABLE STATE CONSUMER FUND PERCENTAGE	APPLICABLE STATE COMMERCIAL FUND PERCENTAGE	APPLICABLE STATE ATTORNEYS' FEE FUND PERCENTAGE
AZ.....	4.359.....	4.743.....	4.551
DC.....	0.485.....	2.075.....	1.280
FL.....	13.926.....	11.996.....	12.961
HI.....	1.110.....	0.000.....	0.555
ID.....	1.148.....	0.722.....	0.935
IL.....	11.247.....	13.951.....	12.599
KS.....	2.455.....	5.003.....	3.729
ME.....	1.157.....	0.480.....	0.818
MI.....	9.166.....	7.185.....	8.175
MN.....	4.414.....	5.153.....	4.783
NV.....	1.633.....	0.938.....	1.286
NM.....	1.624.....	3.038.....	2.331
NY.....	16.970.....	15.951.....	16.461
NC.....	7.047.....	6.728.....	6.887
ND.....	0.597.....	0.803.....	0.700
PR.....	3.556.....	2.519.....	3.037
RI.....	0.924.....	0.712.....	0.818
SD.....	0.690.....	0.942.....	0.816
TN.....	5.069.....	4.273.....	4.671
VT.....	0.550.....	0.385.....	0.468
WA.....	5.311.....	2.872.....	4.092
WV.....	1.689.....	2.973.....	2.331
WI.....	4.873.....	6.558.....	5.716

EXHIBIT A

Form of Proposed Final Order
and Judgment

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

----- x

In re : MDL No. 1285
Misc. No. 99-197 (TFH)
VITAMINS ANTITRUST LITIGATION. :

----- x

This Document Relates To: :
PHILIP RICHARDSON et al., : D.D.C. No. 09 Civ. ____ (TFH)
Plaintiffs, :
- against - :
AKZO NOBEL INC. et al., :
Defendants. :

----- x

**ORDER GRANTING FINAL APPROVAL
OF SETTLEMENT AND FINAL JUDGMENT**

WHEREAS, on _____, 2009, Plaintiffs (on behalf of Settlement
Classes), Settling States and Settling Defendants entered into the Multistate Settlement
Agreement (the “MSA,” previously filed as Exhibit __ to Plaintiffs’ Motion for
Preliminary Approval of Class Action Settlement, DE ____) setting forth the terms of a
proposed settlement of the above captioned action and providing for the benefit of
Plaintiffs, the release of Defendants, and the subsequent dismissal of this action with
prejudice; and,

WHEREAS, on _____ 2009, this Court entered its Order Granting
Preliminary Approval Of Multistate Settlement Agreement (DE ____) (the “Preliminary
Approval Order”) preliminarily approving the Multistate Settlement Agreement, finding it

the product of extensive and good faith arm's-length negotiations among all parties by competent and experienced counsel; and,

WHEREAS, the Court preliminarily certified the Settlement Classes and notice was provided to the proposed classes of the proposed Multistate Settlement Agreement, of the rights of Class Members to exclude themselves or to object, and of the scheduling of the Final Approval Hearing at which the Court would determine whether the Multistate Settlement Agreement is fair, reasonable, and adequate; and,

WHEREAS, the Final Approval Hearing was held on _____, 2009 in which all Class Members with objections or comments regarding the Multistate Settlement Agreement were given an opportunity to be heard and in which the Court considered the submissions and arguments made in connection with the Settlement; and,

WHEREAS, capitalized terms not defined in this Order have the meanings ascribed to them in the MSA or the Preliminary Approval Order,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED

THAT:

I. JURISDICTION

1. The Parties have submitted to the jurisdiction of this Court for purposes of enforcing the MSA. The Court has personal jurisdiction for purposes of enforcing and administering the Settlement over the Settling Parties and subject matter jurisdiction to approve the MSA with respect to the Settlement Classes under 28 U.S.C. § 1331 and 28 U.S.C. § 1332.

II. CLASS CERTIFICATION

2. Having considered the propriety of class treatment again at the Final Approval Hearing, this Court hereby finds for settlement purposes only that the Settlement Classes

meet the requirements of Rule 23 of the Federal Rules of Civil Procedure. Specifically, the Court finds for settlement purposes only that the requirements of Rule 23(a) are satisfied, as (1) the members of the Settlement Classes are so numerous and geographically dispersed across the country that their joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Classes; (3) the named class plaintiffs are typical of the members of the Settlement Classes; and (4) the named class plaintiffs have fairly and adequately represented the members of the Settlement Classes.

3. The Court further finds for settlement purposes only that the requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure are satisfied, as the common questions of law and fact presented here predominate over any questions affecting only individual members of the Settlement Classes, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. As such, the Court makes final its certification of the following Settlement Classes:

- a. Consumer Settlement Class: All natural persons (excluding the Released Parties, and further excluding such persons who timely and properly request exclusion from this class) who (i) reside in a Settling State; and (ii) at any time during the Relevant Period purchased Indirect Vitamin Products in a Settling State for use or consumption by themselves and/or others and not for resale in any form.
- b. Commercial Settlement Class: All persons or entities (excluding Government Entities, the Settling State Releasing Parties, the Released Parties, defendants and other manufacturers of Vitamin

Products along with their parents, subsidiaries and affiliates, and any judge, justice or judicial officer presiding over this matter and the members of his or her immediate family, and further excluding such persons or entities who or which timely and properly request exclusion from this class) who or which made Qualifying Purchases.

5. In accordance with the terms of the MSA and for the purposes of effectuating this settlement only, this Court identifies the consumers represented by the Settling States as classes. The Court also finally approves *parens patriae* settlement classes for each of the Settling States consistent with the definitions of the Consumer Settlement Class and (with the exception of Hawaii) the Commercial Settlement Class.

6. All persons within the Settlement Classes, other than those listed in _____ who timely excluded themselves pursuant to procedures required by the Order for Preliminary Approval and the Multistate Settlement Agreement are hereby determined to be “Class Members.” The term Class Members includes, without limitation, the Plaintiffs and the consumers represented by the Settling States.

7. The Court finds that those potential class members listed in _____ who have timely opted out of the Settlement Classes are hereby excluded from the Settlement Classes. For a period of two years the Clerk of the Court shall preserve a record of all potential members of the Settlement Classes that have timely excluded themselves from the Settlement Classes and shall provide a certified copy of such records to the Settling Defendants, at their expense, if they request such a copy.

8. The Court reaffirms the appointment of Straus & Boies, LLP as Plaintiffs’ Lead Counsel (“PLC”) and finds that PLC are experienced, competent, and adequate class counsel for Plaintiffs and the Settlement Classes.

9. The Court further finds that the Attorneys Generals of Settling States are the appropriate agency and/or representative authorized by their respective state statutes to prosecute and to resolve the *parens patriae* claims brought in this matter.

III. NOTICE AND APPLICABILITY

10. Notice to the Settlement Classes has been given pursuant to the Notice Plan presented at Preliminary Approval, and was adequate, reasonable, and sufficient and constitutes the best notice practicable under the circumstances, complying in all respects with Fed. R. Civ. P. 23 and the requirements of due process under the United States Constitution. The notice given to the Class Members was reasonably calculated under the circumstances to inform them of the pendency of the actions involved in the case, of all material elements of the proposed settlement, and of their opportunity to exclude themselves from, object to, or comment on, inter alia, the settlement, PLC's and/or class representatives' qualifications, and to appear at the Final Approval Hearing. Class Members were subsequently given full opportunity to participate at the Final Approval Hearing.

11. The Court finds that the Attorney General of the United States and the Settling States have received notice of the MSA in accordance with the terms of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b).

IV. FINAL APPROVAL OF SETTLEMENT

12. Having given full consideration to the submissions and arguments made in connection with the MSA, the Court hereby finds that: (a) the Settling Parties negotiated the settlement at arm's length and in good faith; (b) the Attorneys General have authority to represent the Settling States for purposes of this settlement; (c) the Settling Parties have complied with all material terms of the Court's _____, 2009 Order Granting Preliminary

Approval of Multistate Settlement Agreement; and (d) the proposed settlement, being in all respects fair, reasonable, adequate and proper and in the best interests of the Settlement Classes, given the benefits of settlement and the risks, complexity, expense, and probable duration of further litigation between the Settlement Classes, Settling States, and Settling Defendants, is accordingly APPROVED.

13. Each Class Member who has not properly filed a request for exclusion in this matter is hereby bound by the terms of the MSA and this Order.

V. APPROVAL OF DISTRIBUTION

14. In order to promote efficiency and fairness, and eliminate unnecessary complexity from the claims process, the Court finds the Commercial Plan of Distribution, which calls for distribution among all valid claimants from all Settling States based on each claimant's pro rata share of all validated Proofs of Claim, to be fair, reasonable, adequate, and in the best interests of the Commercial Settlement Class.

15. The Commercial Plan of Distribution is accordingly APPROVED. The Commercial Class Settlement Amount (plus all earned interest, and minus all costs and expenses approved by this Court) of _____ is hereby authorized for distribution to all eligible Commercial Class Settlement members who submitted a valid Proof of Claim.

16. Due to the impracticability of identifying consumers of Indirect Vitamin Products that were injured during the Relevant Period and the high cost of administering a direct cash distribution to millions of individual consumers relative to the average likely award to those consumers, the Court finds that a cy pres distribution administered by each Settling State, through its Attorney General (acting in consultation with PLC in Settling States where Class Actions were filed), or as otherwise authorized by state law, to be distributed to one or more Government Entities, not-for-profit enterprises and/or charitable

organizations with the express purpose of ensuring that the funds be used for the improvement of the health and/or nutrition of the citizens of the Settling States, and/or the advancement of nutritional, dietary or agricultural science, is the only method that is fair, reasonable and adequate and in the best interest of the Consumer Settlement Class. Unless otherwise provided by the law of a given Settling State, a portion of the funds allocated to that Settling State, not to exceed ten percent (except where state law requires the application of a higher percentage), may be allocated to the Attorneys General of that Settling State for (a) costs and expenses incurred in connection with administering the Consumer Class Settlement and ensuring the proper distribution to recipients pursuant to the plan of distribution, with any expenditures for this purpose subject to consultation with PLC; and/or, (b) antitrust or consumer protection enforcement by the Attorney General of such State; and/or, (c) deposit into a state antitrust or consumer protection account (e.g., a revolving trust account), for use in accordance with the state laws governing that account.

17. The Consumer Plan of Distribution is accordingly APPROVED. The Consumer Class Settlement Amount (plus all earned interest, and minus all costs and expenses approved by this Court) of _____ is hereby authorized for distribution according to the Consumer Plan of Distribution.

18. The Court finds the Attorneys' Fee Amount is within the ordinary range of percentages awarded in settlements of this type and is fair, reasonable, and justified. The Attorneys' Fee Amount (plus all interest earned) of _____ is hereby APPROVED. PLC is directed, at its discretion, to allocate fees among Plaintiffs' Counsel pursuant to this Order and the MSA. Plaintiffs' Counsel are to be paid only from the Attorneys' Fee Amount. Any attorneys' liens asserted by Plaintiffs' Counsel in this action or elsewhere are discharged by the Settling Defendants' payment of the Attorneys' Fee Amount, and

Plaintiffs' Counsel and any other attorneys acting for Class Members are permanently restrained and enjoined from seeking to enforce any such liens.

VI. DISMISSAL OF ACTION AND RELEASE OF CLAIMS

19. All Class Members' claims arising from the Alleged Conduct are dismissed as against all defendants herein, and this action is dismissed with prejudice.

20. The Released Parties are hereby released and forever discharged from all Released Claims by each of the Private Releasing Parties. No Private Releasing Party shall hereafter assert any claim, demand, action, suit, or cause of action, whether directly, representatively, derivatively or in any other capacity, against any Released Party based, in whole or in part, upon the Alleged Conduct and/or the Released Claims, provided however, that it is expressly acknowledged that any release of claims is not intended to, and shall not affect the rights of any party to pursue a claim under the Sherman Act (15 U.S.C. § 1 et seq.) based on sales directly invoiced by the Settling Defendants to members of the Settlement Classes, or a claim by a member of the Commercial Settlement Class arising from a California Purchase.

21. The Released Parties are hereby released and forever discharged from all manner of claims, demands, actions, suits, causes of action, administrative actions, whether class, *parens patriae*, representative, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties, and attorneys' fees, whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, that any Settling State Releasing Party, whether directly, representatively, derivatively, or in any other capacity, ever had, now has, or hereafter can, shall, or may have arising from the Alleged Conduct and/or the Released Claims for the benefit of, or on behalf of, any or all members of the Settlement Classes; provided

however, that it is expressly acknowledged that any release of claims is not intended to, and shall not, release any claims (including the costs, expenses and fees associated therewith) that a Settling State has or may have in the future against the Released Party regarding any or all of the following:

- a. Government Purchases; or
- b. claims that a Settling State Releasing Party may rightfully assert against a Released Party or an assignor by virtue of an assignment of antitrust rights by a direct or indirect purchaser; or
- c. actions for civil or criminal penalties or forfeiture under the respective laws of the Settling States for breaches of antitrust and/or consumer protection laws in each respective Settling State arising from the Alleged Conduct during the Relevant Period.

22. The foregoing releases shall not release any claims alleging damages caused by the failure of any vitamin or vitamin premix to be safe and effective or alleging deceptive advertising unrelated to either the Alleged Conduct or to any other conduct alleged in the Class Actions, including, without limitation, personal injury claims or product defect claims. No claims concerning the purchase, sale, or pricing of non-Vitamin Product components of Indirect Vitamin Products are Released Claims.

23. No Class Member shall hereafter be permitted in any suit, action or proceeding to seek to establish liability of any kind against any Released Party on any Released Claim.

24. The Court approves the waiver and release by each of the Private Releasing Parties and each of the Settling State Releasing Parties, with respect to the Released Claims, of any and all provisions, rights and benefits conferred by any law of any state or

territory of the United States, or principle of common law, which provides in substance that “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” Each of the Private Releasing Parties and each Settling State Releasing Party has acknowledged that it may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims that such Private Releasing Party or Settling State Releasing Party has released pursuant hereto, but each Private Releasing Party and each Settling State Releasing Party has expressly agreed that, on and as of this date, it shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims that such Private Releasing Party or Settling State Releasing Party has released pursuant to the MSA and this Order and Judgment, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

25. Any alleged joint tortfeasor or co-obligor of the Released Parties is permanently enjoined from making as against the Released Parties any claim for contribution or indemnity arising from or connected to the Alleged Conduct. In exchange, members of the Settlement Classes and the Settling State Releasing Parties shall exclude from the dollar amount of any judgment collectible against any person in the Class Actions or any other action or proceeding on any claim comparable to the Released Claims, an amount equal to the percentage or amount of such judgment for which any Released Party would be responsible pursuant to a valid and enforceable claim for contribution and/or indemnification (other than any such claim that arises out of any voluntarily assumed

contribution and/or indemnification obligation of such Released Party). This paragraph is not only for the benefit of the Released Parties but also for the benefit of any person against whom any such judgment is entered and may be enforced accordingly. This paragraph provides for a judgment reduction only, and in no event shall this paragraph create a separate liability requiring the repayment by any Class Members or Settling State of any funds distributed pursuant to the MSA.

26. Whether or not the MSA becomes final or is terminated pursuant to any provision hereof, the Parties expressly agree that the MSA and its contents, including its exhibits and schedules, and any and all statements, negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence: (i) of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the complaints in the Class Actions or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Class Actions or in any other action or proceeding; or (ii) that the Class Actions or any similar litigation may properly be maintained as class actions for trial purposes.

VII. COSTS

27. The Court approves up to _____ for payment of additional notice, as well as claims administration, expert and other reasonable litigation costs incurred by Plaintiffs' Counsel that are related to this case and for securing approval of the MSA, to be deducted ratably from the Consumer Class Settlement Amount and the Commercial Class Settlement Amount pursuant to the MSA.

VIII. FINALITY OF JUDGMENT

28. This Order and Final Judgment adjudicates all the claims asserted in this action. It is final and immediately appealable.

IX. RETENTION OF JURISDICTION

29. Without affecting the finality of this Order and Final Judgment, the Court retains jurisdiction for the purposes of enforcing the terms of the MSA and enabling any of the Settling Parties to apply to this Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of this Order and Final Judgment and the enforcement of compliance with this Order and Final Judgment. For all matters for which the Court retains jurisdiction, the Settlement Classes, Settling Defendants, and Settling States are deemed to have irrevocably waived any claim that they are not subject to the jurisdiction of this Court or that this Court is in any way an improper venue or an inconvenient forum.

X. EFFECT OF SUBSEQUENT DISAPPROVAL

30. In the event that the MSA does not become effective in accordance with its terms, this Order and Judgment shall be rendered null and void to the extent provided by and in accordance with the MSA and shall be vacated and, in such event, all orders entered and releases delivered in connection therewith shall likewise be null and void to the extent provided by and in accordance with the MSA.

SO ORDERED, ADJUDGED and DECREED, this ____ day of _____,
2009.

Hon. THOMAS F. HOGAN
Senior United States District Judge

EXHIBIT B

Form of Proposed Preliminary
Approval Order

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

----- x

In re : MDL No. 1285
Misc. No. 99-197 (TFH)
VITAMINS ANTITRUST LITIGATION. :

----- x

This Document Relates To: :
PHILIP RICHARDSON et al., : D.D.C. No. 09 Civ. _____ (TFH)
Plaintiffs, :
- against - :
AKZO NOBEL INC. et al., :
Defendants. :

----- x

**ORDER GRANTING PRELIMINARY APPROVAL
OF MULTISTATE SETTLEMENT AGREEMENT**

WHEREAS, on _____, 2009, Plaintiffs filed a complaint commencing this action (the "Class Action"), which is intended to facilitate the efficient resolution of various claims chiefly asserted in a substantial number of Class Actions in state courts, by permitting a single court to address the fairness of a proposed settlement (the "Multistate Settlement Agreement" or "MSA") in a single proceeding; and,

WHEREAS, in order to resolve the litigation in the above-captioned case, Plaintiffs, on behalf of the Settlement Classes, the Settling States, and the Settling Defendants entered into the Multistate Settlement Agreement, effective _____, 2009; and,

WHEREAS, the MSA sets forth the terms of a proposed settlement for the benefit of Plaintiffs, the release of the Defendants, and the subsequent dismissal with prejudice of this action and the Class Actions; and,

WHEREAS, the Court now has before it Plaintiffs' Motion for Preliminary Approval of Settlement and Plaintiffs' Memorandum in Support thereof, together with the MSA and all schedules and exhibits attached thereto; and,

WHEREAS, the Court has jurisdiction over this action under 28 U.S.C. § 1331 by virtue of Plaintiffs' federal claims and under 28 U.S.C. § 1332 because this is an alleged class action in which the amount in controversy exceeds \$5 million, exclusive of interest and costs, and the Defendants include citizens or subjects of foreign states; and,

WHEREAS, the Court finds on a preliminary basis that the MSA is the product of extensive, good faith, arm's-length negotiations among all parties by competent and experienced counsel; and,

WHEREAS, the Court further finds on a preliminary basis that the MSA embodies a fair and just result for all concerned in light of, inter alia, the complexity of the issues involved, number of parties, and the expense of continued litigation; and,

WHEREAS, capitalized terms not defined in this Order have the meanings ascribed to them in the MSA,

NOW, THEREFORE, IT IS HEREBY ORDERED:

**Preliminary Approval of Multistate Settlement
Agreement and Certification of Classes**

1. The MSA is preliminarily approved subject to further consideration and final approval as described herein. After considering the Plaintiffs' Motion for Preliminary Approval and all relevant submissions, the Court finds that said settlement is sufficiently

within the range of reasonableness and that notice of the MSA should be given as provided in this Order.

2. The Court conditionally finds for settlement purposes only and subject to final determination at the Final Approval Hearing scheduled below, that the requirements of Rule 23(a) of the Federal Rules of Civil Procedure (“Fed. R. Civ. P. 23”) are satisfied, as (1) the members of the proposed settlement classes are so numerous and geographically dispersed across the country that their joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Classes; (3) the named class plaintiffs appear typical of the members of the Settlement Classes; and (4) the named class plaintiffs are likely to represent the members of the Settlement Classes fairly and adequately.

3. The Court further finds for settlement purposes only that the requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure are satisfied, as the common questions of law and fact presented here predominate over any questions affecting only individual members of the Settlement Classes, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court, pursuant to Fed. R. Civ. P. 23, hereby conditionally certifies the following classes (the “Settlement Classes”) for settlement purposes only:

- a. Consumer Settlement Class: All natural persons (excluding the Released Parties, and further excluding such persons who timely and properly request exclusion from this class) who (i) reside in a Settling State; and (ii) at any time during the Relevant Period purchased Indirect Vitamin Products in a Settling State for use or

consumption by themselves and/or others and not for resale in any form.

- b. Commercial Settlement Class: All persons or entities (excluding Government Entities, the Settling State Releasing Parties, the Released Parties, defendants and other manufacturers of Vitamin Products along with their parents, subsidiaries and affiliates, and any judge, justice or judicial officer presiding over this matter and the members of his or her immediate family, and further excluding such persons or entities who or which timely and properly request exclusion from this class) who or which made Qualifying Purchases.

5. In accordance with the terms of the MSA and for the purposes of effectuating this settlement only, this Court identifies the consumers represented by the Settling States as classes. The Court also preliminarily approves *parens patriae* settlement classes for each of the Settling States consistent with the definitions of the Consumer Settlement Class and the Commercial Settlement Class (except for Hawaii, for which there is no commercial *parens patriae* claim).

6. The Court finds on a preliminary basis that named class plaintiffs are proper class representatives for the Settlement Classes as their claims are typical of those of other members of the Settlement Classes (“Class Members”) and involve substantially the same questions of law and fact. Further, the named class plaintiffs appear to have no conflicts of interest with other Class Members.

7. The Court appoints Straus & Boies, LLP as lead counsel (hereinafter “Plaintiffs’ Lead Counsel” or “PLC”) and finds on a preliminary basis that PLC are highly

competent and experienced counsel and as such will adequately represent the interests of the Settlement Classes.

8. The Court further finds that the Attorneys General of Settling States are the appropriate agency and/or representative authorized by their respective statutes to prosecute and to resolve the *parens patriae* claims brought in this matter. References to Class Members in this Order refer also where context requires to consumers represented by the Settling States.

9. In the event the MSA is terminated by a Settling Defendant or left un consummated for any reason, this conditional certification of Settlement Classes will be null and void with respect to such Defendant(s). Such Defendant(s) shall have reserved their right to oppose any and all class certification motions, to contest the adequacy of the Plaintiffs as representatives of any putative plaintiff class, to contest the adequacy of PLC and Plaintiffs' Counsel as adequate class counsel, and to contest the availability of a *parens patriae* action. The MSA shall not be admissible as evidence during any class certification hearing or any hearings contesting the availability of a *parens patriae* action.

Notice to Settlement Class Members

10. The Court hereby approves the (a) Kinsella Media Notice Plan, attached as Exhibit L to the MSA; (b) the Summary Notice and Long-Form Notice, attached as Exhibits F and G, respectively, to the MSA; and (c) a Proof of Claim form substantially in the form of Exhibit H to the MSA. The Court hereby determines on a preliminary basis that the proposed class action notice is in full compliance with the notice requirements of Fed. R. Civ. P. 23 and due process as the best means practicable of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the

MSA and Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the settlement.

11. Beginning no later than fourteen (14) days after the Preliminary Approval Date, PLC shall cause to be published the Summary Notice, in the publications listed in the Notice Plan. The Summary Notice will run therein until completed pursuant to the Notice Plan. A Spanish translation of the Summary Notice shall be used in Puerto Rico.

12. Following Preliminary Approval, Class Members will have until the “Opt-Out Date” (or ninety (90) days) to exclude themselves from the Consumer and/or Commercial Settlement Classes. For an exclusion to be effective, Class Members wishing to exclude themselves shall adhere to the provisions as listed herein and as provided in the notice materials.

13. The Settlement Administrator shall provide the Long-Form Notice through a direct mailing via first class U.S. mail to those persons or entities who or which request such notice and to all persons or entities who or which identified themselves to the administrator in connection with the Roche Settlement. A Spanish translation of the Long-Form Notice shall be sent to Puerto Rico addresses unless the English-language original has been requested.

14. The Settlement Administrator shall also establish an internet website and shall post to it: (a) the complaint in this action; (b) the MSA and all exhibits and schedules thereto; (c) the Long-Form Notice; (d) the Proof of Claim form; and (e) any Spanish versions of such. PLC may also direct the Settlement Administrator to post on that website other materials PLC believes will be useful to Class Members, such as copies of Orders entered by the Court or other briefs and papers filed in connection with the MSA, as well as information regarding the Final Approval Hearing.

15. All reasonable costs incurred in notifying members of the Settlement Classes, as well as the costs of administering the MSA, shall be paid as set forth in the MSA.

16. PLC shall file an affidavit with Plaintiffs' Motion for Final Approval attesting to compliance with the provisions of this Order regarding notice to the Settlement Classes.

**Appointment of Escrow Agent and
Settlement Administrator**

17. The Escrow Agreement attached to the MSA as Exhibit M is hereby approved. The parties are authorized to retain SunTrust Bank as the Escrow Agent to act in accordance with the terms of the MSA, the Escrow Agreement and this Order. All funds held by the Escrow Agent, wherever maintained, shall be deemed in custodia legis and subject to the jurisdiction of the Court.

18. PLC is authorized to retain Garden City Group as Settlement Administrator in accordance with the MSA and this Order. The Settlement Administrator shall preserve any and all written communications from Class Members for two years, subject to order of this Court. All written communications received by the Settlement Administrator from Class Members relating to the MSA shall be available at reasonable times for inspection and copying by PLC, the Settling States, and the Settling Defendants. To the extent that the Settlement Administrator receives communications from the Class Members that appear to raise objections to the MSA and/or the application for an award of attorneys' fees and reimbursement of expenses, such communications shall be promptly forwarded to PLC, which shall lodge them with the Clerk of Court with copies to the Settling Defendants (unless the lodging is accomplished via the Court's electronic case filing facilities).

Requests for Exclusion

19. Any Class Member shall have the right to be excluded or to opt-out from one or both Settlement Classes. Any Class Member wishing to do so must adhere to the opt-out procedures set out in Section III.B of the MSA.

20. Class Members may not exclude themselves by filing such requests for exclusion as a group, but must in each instance individually execute such notices and transmit them to the Settlement Administrator.

21. Neither the Commercial Class Settlement Amount nor the Consumer Class Settlement Amount shall be reduced as a result of any requests for exclusion from the Settlement Class.

22. On the 28th, 21st, fourteenth and seventh days before the Opt-Out Date and on the Opt-Out Date itself, the Settlement Administrator shall provide updates to PLC, the Settling States' Liaison Counsel and the Settling Defendants setting forth the names of any persons or entities requesting exclusion from either the Consumer Settlement Class or Commercial Settlement Class or both, along with any information provided by such persons or entities in their opt-out notices. Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall send to PLC, Settling States' Liaison Counsel and Settling Defendants' Liaison Counsel a complete and final list of those who have requested exclusion from either Class, along with copies of all requests for exclusion that have been received.

23. Any Class Member that does not properly and timely request exclusion from the Settlement Classes shall be included in either or both Settlement Classes and shall be bound by all the terms and provisions of the MSA, including but not limited to the releases, waivers, and covenants described in Section V of the MSA, whether or not such

person objected to the settlement and whether or not such person made a claim upon, or participated in, any of the settlement funds created pursuant to the MSA.

Proof of Claims

24. On or before the Claim Date, each member of the Commercial Settlement Class that wishes to claim against the Commercial Class Settlement Amount shall be required to file a timely Proof of Claim, except that any validated claim submitted in the Roche Settlement is considered a filed Proof of Claim under the MSA as well and it need not be resubmitted unless the concerned member of the Commercial Settlement Class either (a) wishes to exclude itself from this Multistate Settlement Agreement or (b) wishes to prepare a new Proof of Claim. Any member of the Commercial Settlement Class failing to file a proper Proof of Claim on or before the Claim Date shall be forever barred from receiving any distribution from the Commercial Class Settlement Amount but will in all other respects be bound by all the terms and provisions of this MSA if it is finally approved, including but not limited to the releases, waivers and covenants it provides for.

25. To effectuate the Proposed Settlement, the Settlement Administrator has been designated to receive all Proofs of Claim from members of the Commercial Settlement Class that have not timely and properly excluded themselves from the Commercial Settlement Class. The Settlement Administrator shall preserve all Proofs of Claim and supporting documentation for two years after distribution of the Commercial Class Settlement Amount, subject to order of this Court.

26. The Commercial Plan of Distribution shall provide for the investigation, review and resolution of Proofs of Claim by such means as are reasonable and necessary to verify the Qualifying Purchases claimed by each member of the Commercial Settlement

Class. The Settlement Administrator's procedures for the evaluation of claims shall be posted on the web site within 30 days of this Order.

27. The Settlement Administrator shall notify the member of the Commercial Settlement Class submitting a Proof of Claim of any disallowance, in whole or in part, of the Proof of Claim submitted by such Commercial Settlement Class member and will set forth in writing the reasons for any such disallowance. Commercial Settlement Class members shall be permitted a reasonable period of time to cure any deficiency with respect to their Proofs of Claim.

28. All members of the Commercial Settlement Class that do not submit timely Proofs of Claim or that submit Proofs of Claim that are disallowed shall be barred from participating in the Commercial Class Settlement Amount (except to the extent that a Proof of Claim may be partially allowed), but otherwise shall be bound by all of the terms and provisions of the MSA, including but not limited to the releases, waivers and covenants described in Section V of the MSA.

29. Each member of the Commercial Settlement Class that submits a Proof of Claim shall thereby expressly submit to the jurisdiction of the MDL Court with respect to the claim submitted and shall (subject to final approval of the MSA) be bound by all the terms and provisions of the MSA, including but not limited to the releases, waivers and covenants described in Section V thereof.

30. Not later than thirty (30) days after the Claim Date, the Settlement Administrator shall provide the Settling Defendants with a schedule of received Proofs of Claim, identifying the claimant, its address and the size of the claim. Each Settling Defendant shall have the right to conduct a Defense Challenge pursuant to the MSA should

that Settling Defendant believe that a Proof of Claim is invalid for reasons such as res judicata or private settlement.

Final Approval Motion and Hearing

31. A hearing (the “Final Approval Hearing”) on the Final Approval Motion is hereby scheduled before this Court, Hon. Thomas F. Hogan, presiding, at ____ A.M./P.M. on _____, 2009, to make a final determination as to (a) the fairness, reasonableness, and adequacy of the MSA; (b) the dismissal with prejudice of the Class Action with respect to the Released Parties that are Defendants therein; and (c) the entry of final judgment in the Class Action. The date and time of the Final Approval Hearing shall be set forth in the notice provided pursuant to this Order, but the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the Settlement Classes other than that which may be posted by this Court.

32. Not later than 30 days before the original or any adjourned date of the Final Approval Hearing, PLC and the Settling States shall file the Final Approval Motion, along with appropriate briefs and affidavits in support. Copies of the proposed distribution plans should be filed at this time and posted on the website.

33. PLC shall file its application for an award of attorneys’ fees and litigation expenses, along with appropriate briefs and affidavits in support, no earlier than the filing of the Final Approval Motion.

34. Class Members do not need to enter an appearance through their own attorneys as they will be represented by PLC. Any Class Member remaining in the Settlement Classes may, but need not, enter an appearance through his or her own attorney, but such additional representation will be at the Class Member’s own expense and shall not be claimed against any of the Settlement Funds.

35. Any Class Member remaining in the Settlement Classes may, but need not, submit written comments or objections to the proposed settlement. All such comments or objections and any supporting papers must be filed, in accordance with the Court's rules, with the Clerk of the Court within 90 days of the date of this Order, and copies served on the following:

- a. Plaintiffs' Lead Counsel
David Boies
Timothy D. Battin
Ian Otto
Straus & Boies, LLP
Fifth Floor
4041 University Dr.
Fairfax, VA 22030
- b. Settling States' Liaison Counsel
Emily Granrud
Assistant Attorney General
Office of the Attorney General
120 Broadway
New York, NY 10271
- c. Settling Defendants' Liaison Counsel
Michael O. Ware
Mayer Brown LLP
1675 Broadway
New York, NY 10019

36. Any person or entity that elects to be excluded from the Settlement Classes may not file an objection or appear at the Final Approval Hearing unless given special permission from the Court.

37. Class Members wishing to be heard at the Final Approval Hearing are required to file and serve, as indicated above, written comments or objections and indicate in their written comments or objections their intention to appear at the Final Approval Hearing. Class Members need not appear at the hearing or take any other action to indicate their approval.

38. Papers responding to the Final Approval Motion must be served and filed not later than fourteen days before the original or any adjourned date of the Final Approval Hearing. Reply papers on the Final Approval Motion must be served and filed not later than seven days before the original or any adjourned date of the Final Approval Hearing.

Other Provisions

39. Upon approval of the MSA, the MSA and each and every term and provision thereof shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an order of this Court.

40. Plaintiffs and all other members of the Settlement Classes are preliminarily enjoined from taking any step to prosecute claims against the Settling Defendants arising from the Alleged Conduct until such time as this Court renders a final decision regarding the approval of the MSA and, if approved, enters Final Approval as provided in the MSA.

41. The Court may amend this Order or alter the deadlines set forth herein without further notice to the Class Members.

SO ORDERED and ADJUDGED, this ____ day of _____, 2009.

Hon. THOMAS F. HOGAN
Chief United States District Judge

EXHIBIT C

Form of Complaint
in MDL Action

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

PHILIP RICHARDSON, 8451 W. Emile Zola Ave., Peoria,)
Ariz. 85381;)

SCOTT LOUGHEAD, 814 E. Manor Drive, Chandler, Ariz.)
85225;)

COMPLAINT

TERESA HERMINIA GIRAL, 5813 MacArthur Blvd., N.W.,)
Washington D.C. 20016;)

YOON CASA LEBRATO, INC. , 1733 Columbia Rd., N.W.,)
Washington D.C. 20009;)

CAROLYN GAROFOLO, 1798 W. 80th St., Hialeah,)
Fla. 33014;)

HOLLYWOOD DISCOUNT PHARMACY, INC. d/b/a)
HOLLYWOOD DISCOUNT PHARMACY, 1150 N. 35th)
Ave., Hollywood, Fla. 33021;)

CANDACE TODD, 24601 251st St., McLouth, Kan. 66051;)

STEVE RIDLON, 300 Ridge Rd., Wales, Me. 04280;)

ANTHONY BASCOMB, 17750 Sumner, Redford, Mich. 48240;)

COMMUNITY MILLS, INC., 313 Railroad St., Cassopolis,)
Mich. 49031;)

BIG VALLEY MILLING, INC., 4090 73rd Ave. S.W.,)
Montevideo, Minn. 56565;)

DENISE DeNARDI, 2530 Haverton Circle, Mendota Heights,)
Minn. 55120;)

CHRIS JOHNSON, 2118 Central Ave., S.E., #151, Albuquerque,)
N.M. 87106;)

MICHAEL HENNINGSON, 23 Kelly Lynn Dr., Sandia Park,)
N.M. 87047;)

DRUG MART PHARMACY CORP., 4914 New Utrecht Ave.,)
Brooklyn, N.Y. 11219;)

WILLIAM G. SCANLAN, 18 East Bayberry, Glenmont,)

N.Y. 12207;)
))
MICHAEL ARMSTRONG, 20007 Ralph Knox Rd., Davidson,)
N.C. 28036;)
))
MERRILL FOWLER, 19201 Brookgreen Garden Pl., Cornelius,)
N.C. 28031;)
))
RITA DISRUD O'NEILL, 1623 Billings Dr., Bismarck,)
N.D. 58504;)
))
KIRK CHAFFEE, 12435 Eden Road, Whitewood, S.D. 57793;)
))
JABO'S PHARMACY, INC., 6020 East Broadway, Newport,)
Tenn. 37821;)
))
ANILE PHARMACY, INC., 2413 Pennsylvania Ave. # 2,)
Weirton, W. Va. 26062;)
))
GARY E. ARCHER, c/o WVEA, 1558 Quarrier St., Charleston,)
W.Va. 25311;)
))
GENE LLOYD, 295 First St., Prairie du Sac, Wis. 53578,)
successor in interest to J&R VENTURES, INC., N1118 Golf)
Rd., Prairie du Sac, Wis. 53578;)
))
PAUL FOWLER, 6170 U.S. Highway 45 South, Oshkosh, Wis.)
54902; and)
))
JAY BASS, 3192 Brooks Road, Oshkosh, Wis. 54904,)
))
on behalf of themselves and all others similarly situated in the)
District of Columbia, Arizona, Florida, Kansas, Maine,)
Michigan, Minnesota, New Mexico, New York, North Carolina,)
North Dakota, South Dakota, Tennessee, West Virginia, and)
Wisconsin,)
))
- and -)
))
THE DISTRICT OF COLUMBIA, by its Attorney General)
PETER J. NICKLES; Public Advocacy Section, Office of the)
Attorney General, 441 Fourth St., N.W., Suite 600S,)
Washington, D.C. 20001;)
))
THE STATE OF ARIZONA, by its Attorney General TERRY)
GODDARD; Antitrust Unit, Office of the Attorney General,)
1275 W. Washington St., Phoenix, Ariz. 85007;)
))

THE STATE OF FLORIDA, by its Attorney General BILL)
McCOLLUM; Antitrust Division, Office of Attorney General ,)
The Capitol, PL-01, Tallahassee, Fla. 32399;)

THE STATE OF HAWAII, by its Attorney General MARK J.)
BENNETT; Commerce and Economic Development Division,)
Department of the Attorney General, 425 Queen St., Honolulu,)
Hawaii 96813;)

THE STATE OF IDAHO, by its Attorney General LAWRENCE)
G. WASEN; Consumer Protection Division, Office of the)
Attorney General, 650 West State St., Lower Level, Boise,)
Idaho 83720-0010;)

THE STATE OF ILLINOIS, by its Attorney General LISA)
MADIGAN; Antitrust Bureau, Office of the Attorney General,)
James R. Thompson Center, 100 W. Randolph St., 13th Fl.,)
Chicago, Ill. 60601;)

THE STATE OF KANSAS, by its Attorney General STEVE)
SIX; Consumer Protection/Antitrust Division, Office of the)
Attorney General, 120 S.W. 10th Street., Topeka, Kan. 66612;)

THE STATE OF MAINE, by its Attorney General JANET T.)
MILLS; Consumer Protection Division, Office of the Attorney)
General, 6 State House Sta., Augusta, Maine 04333;)

THE STATE OF MICHIGAN, by its Attorney General MIKE)
COX; Antitrust Section, Consumer Protection Division,)
Department of the Attorney General, G. Mennen Williams)
Building, 525 W. Ottawa St., Lansing, Mich. 48909;)

THE STATE OF MINNESOTA, by its Attorney General LORI)
SWANSON; Office of the Attorney General, 1200 Bremer)
Tower, 445 Minnesota St., St. Paul, Minn. 55101;)

THE STATE OF NEVADA, by its Attorney General)
CATHERINE CORTEZ MASTO; Bureau of Consumer)
Protection, 555 E. Washington Ave., Suite 3900, Las Vegas,)
Nev. 89101;)

THE STATE OF NEW MEXICO, by its Attorney General)
GARY KING; Litigation Division, Office of the Attorney)
General, Bataan Memorial Bldg., Rm. 260, 407 Galisteo St.,)
Santa Fe, N.M. 87504;)

THE STATE OF NEW YORK, by its Attorney General)
ANDREW M. CUOMO; Antitrust Bureau, Department of)

Law, 120 Broadway, New York, N.Y. 10271;)
)
 THE STATE OF NORTH CAROLINA, by its Attorney General)
 ROY COOPER; Consumer Protection Division, Department)
 of Justice, 9001 Mail Service Center, Raleigh, N.C. 27699;)
)
 THE STATE OF NORTH DAKOTA, by its Attorney General)
 WAYNE STENEHJEM; Consumer Protection and Antitrust)
 Division, 4205 State St., Bismarck N.D. 58502;)
)
 THE COMMONWEALTH OF PUERTO RICO, by its Secretario)
 de Justicia ROBERTO J. SANCHEZ-RAMOS; Oficina de)
 Asuntos Monopolísticos, Departamento de Justicia, Edificio)
 Anexo del Depto. de Justicia, Piso 2, Calle Olimpo, Esquina)
 Axtmayer, Parada 11, Núm. 601, Miramar, San Juan,)
 P.R. 00902;)
)
 THE STATE OF RHODE ISLAND, by its Attorney General)
 PATRICK LYNCH; Antitrust Unit, Department of the)
 Attorney General, 150 South Main St., Providence,)
 R.I. 02903;)
)
 THE STATE OF SOUTH DAKOTA, by its Attorney General)
 MARTY J. JACKLEY; Office of the Attorney General, 1302)
 E. Hwy. 14, Suite 1 , Pierre S.D. 57501;)
)
 THE STATE OF TENNESSEE, by its Attorney General)
 ROBERT E. COOPER JR.; Antitrust Division, Office of the)
 Attorney General and Reporter, 425 Fifth Ave. North,)
 Nashville, Tenn. 37243;)
)
 THE STATE OF VERMONT, by its Attorney General)
 WILLIAM H. SORRELL; Antitrust Unit, Office of the)
 Attorney General, 109 State St., Montpelier, Vt. 05609;)
)
 THE STATE OF WASHINGTON, by its Attorney General ROB)
 McKENNA; Antitrust Division, Office of the Attorney)
 General, 800 Fifth Ave., Suite 2000, Seattle, Wash. 98104;)
)
 THE STATE OF WEST VIRGINIA, by its Attorney General)
 DARRELL V. McGRAW, JR.; Antitrust Division, Office of)
 the Attorney General, 812 Quarrier St., Charleston,)
 W.Va. 25326; and,)
)
 THE STATE OF WISCONSIN, by its Attorney General J.B.)
 VAN HOLLEN; Criminal Litigation, Antitrust, Consumer)
 Protection, & Public Integrity Unit, Department of Justice,)

Risser Justice Center, 17 W. Main St., Madison, Wis. 53707,)
)
As Parens Patriae,)
)
 Plaintiffs,)
)
 – against –)
)
 AKZO NOBEL INC., 525 W. Van Buren St., Chicago,)
 Ill. 60607;)
)
 BIOPRODUCTS INCORPORATED, 320 Springside Dr.,)
 Suite 300 Fairlawn, Ohio 44333;)
)
 MITSUI & CO., LTD., 2-1 Ohtemachi 1-chome, Chiyoda-ku,)
 Tokyo 100-0004, Japan;)
)
 MITSUI & CO. (U.S.A.), INC., 200 Park Ave., New York,)
 N.Y. 10166;)
)
 CHINOOK GLOBAL LIMITED f/k/a CHINOOK GROUP)
 LTD., 224 Holt Line West, Sombra, Ontario N0P 2H0,)
 Canada;)
)
 CHINOOK GROUP, INC., 41420 Forest Blvd., North Branch,)
 Minn. 55056;)
)
 EVONIK DEGUSSA GMBH, successor to DEGUSSA AG f/k/a)
 DEGUSSA-HÜLS AG, Rellinghauser Straße 1-11, 45128)
 Essen, Germany;)
)
 DEGUSSA CORPORATION f/k/a DEGUSSA-HÜLS)
 CORPORATION, 379 Interpace Pkwy., Parsippany,)
 N.J. 07054;)
)
 LONZA AG, Münchensteinerstrasse 38, CH-4002 Basel,)
 Switzerland;)
)
 MERCK KGaA, Frankfurter Strasse 250, 64293 Darmstadt,)
 Germany;)
)
 E. MERCK OHG, Frankfurter Strasse 250, 64293 Darmstadt,)
 Germany;)
)
 EMD CHEMICALS INC. f/k/a EM INDUSTRIES, INC., 480)
 South Democrat Rd., Gibbstown, N.J. 08027;)
)

NEPERA, INC., c/o Cambrex Corporation, One Meadowlands)
 Plaza, East Rutherford, N.J. 07073, Attn: General Counsel;)
)
 SUMITOMO CHEMICAL AMERICA, INC., 335 Madison)
 Ave., Suite 830, New York, N.Y. 10017)
)
 SUMITOMO CHEMICAL CO., LTD., Tokyo Sumitomo Twin)
 Building (East), 27-1, Shinkawa 2-chome, Chuo-ku, Tokyo)
 104-8260, Japan)
)
 MITSUBISHI TANABE PHARMA CORPORATION f/k/a)
 TANABE SEIYAKU COMPANY, LTD., 2-10, Dosho-machi)
 3-chome, Chuo-ku, Osaka 541, Japan;)
)
 TANABE U.S.A., INC., 7930 Convoy Ct., San Diego,)
 Calif. 92111;)
)
 UCB PHARMA, INC., 1950 Lake Park Dr., S.E., Smyrna,)
 Ga. 30080;)
)
 VERTELLUS SPECIALTIES INC. f/k/a REILLY)
 INDUSTRIES, INC., 300 North Meridian St., Suite 1500,)
 Indianapolis, Ind. 46204; and,)
)
 VERTELLUS CHEMICALS SA f/k/a REILLY CHEMICALS)
 SA, Rue de Villerot, 7334 Hautrage, Belgium,)
)
 Defendants.)

Plaintiffs Philip Richardson, Scott Loughead, Teresa Herminia Giral, Yoon Casa
 Lebrato, Inc., Carolyn Garofolo, Hollywood Discount Pharmacy, Inc. d/b/a Hollywood
 Discount Pharmacy, Candace Todd, Steve Ridlon, Anthony Bascomb, Community Mills, Inc.,
 Big Valley Milling, Inc., Denise DeNardi, Chris Johnson, Michael Henningson, Drug Mart
 Pharmacy Corp., William G. Scanlan, Michael Armstrong, Merrill Fowler, Rita Disrud
 O'Neill, Kirk Chaffee, Jabo's Pharmacy, Inc., Anile Pharmacy, Inc., Gary E. Archer, Gene
 Lloyd as successor in interest to J&R Ventures, Inc., Paul Fowler, and Jay Bass ("Class
 Plaintiffs"), through their undersigned attorneys, bring this action on behalf of themselves and
 all others similarly situated in the District of Columbia, Arizona, Florida, Kansas, Maine,

Michigan, Minnesota, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, West Virginia, and Wisconsin (the “Class Jurisdictions”) for damages under the antitrust, consumer protection, and common laws of the Class Jurisdictions against the above-named Defendants (the “Defendants”). The States of Arizona, Florida, Hawaii, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia and Wisconsin, the District of Columbia, and the Commonwealth of Puerto Rico, by and through their respective Attorneys General, bring these actions as *parens patriae*, on behalf of their residents (hereinafter the “Plaintiff States”). For their Complaint against Defendants, Class Plaintiffs and Plaintiff States, upon personal knowledge as to their own acts and status, and upon information and belief as to all other matters, allege the following:

I. INTRODUCTION

1. This case arises out of a massive and long-running international conspiracy beginning no later than 1990 among all Defendants and their co-conspirators with the purpose and effect of fixing prices, allocating market share, and committing other unlawful practices designed to inflate the prices of vitamins, vitamin premixes, bulk vitamins, and other vitamin products sold to Plaintiffs and other purchasers in the Class Jurisdictions, and to the residents of the Plaintiff States. The vitamin products involved include those containing, specifically:

- (a) vitamins A, C, E, B1, B2, B5, B6, B9, B12, H, beta carotene, astaxanthin, and canthaxanthin (hereinafter the “ACE Vitamin Products”);
- (b) vitamin B3 (niacin and niacinamide); and
- (c) vitamin B4 (choline chloride).

Collectively, the aforementioned products will be referred to as “Vitamin Products”.

2. Defendants’ conspiracy has involved an astonishing array of illegal conduct by an international cartel that has deliberately targeted and severely burdened consumers in the United States. The conspiracy began in at least 1990 and has affected millions of dollars of commerce for products found in nearly every household in the Class Jurisdictions and the Plaintiff States. The conspiracy has included communications and meetings in which Defendants expressly and repeatedly agreed to eliminate competition, fix prices, and allocate markets for Vitamin Products.

3. The alleged combination and conspiracy consisted of a continuing agreement, understanding, and concert of action among Defendants and their co-conspirators, the substantial terms of which were:

- (a) to fix, stabilize, and maintain prices, and to coordinate price increases, for the sale of Vitamin Products in the United States and elsewhere;
- (b) to allocate among Defendants and their co-conspirators the volume of sales of Vitamin Products in the United States and elsewhere;
- (c) to allocate among the Defendants and their co-conspirators all or part of certain contracts to supply Vitamin Products to various customers located throughout the United States;
- (d) to refrain from submitting bids, or to submit collusive, non-competitive, and rigged bids to supply Vitamin Products to various customers located in the United States; and
- (e) to supply Vitamin Products to various customers located throughout the United States at non-competitive prices.

4. The acts in furtherance of the conspiracy by Defendants have included the following wrongful conduct and horizontal agreements:

- (a) participating in meetings and conversations in the United States and elsewhere, in which Defendants and their co-conspirators discussed and

agreed to prices, volume of sales, and markets for vitamins, vitamin premixes, and Vitamin Products;

- (b) exchanging sales and customer information for the purpose of monitoring and enforcing adherence to the above-described agreements; and
- (c) issuing price announcements and price quotations in accordance with the agreements reached.

5. As a consequence of their illegal conduct, certain Defendants have pled guilty and paid criminal fines to the Antitrust Division of the United States Department of Justice (“DOJ”) for participating in a conspiracy to raise and fix prices and allocate market shares for certain vitamins, including vitamins and Vitamin Products sold in the Class Jurisdictions and Plaintiff States.

6. Defendant Lonza AG has admitted to participating in a price fixing and market allocation conspiracy and has pleaded guilty to violating Section 1 of the Sherman Act for conspiracy to fix prices of Niacin sold in the Class Jurisdictions and Plaintiff States.

7. Executives who worked for defendant Chinook Group, Inc. have pled guilty to federal criminal charges arising from illegal collusive practices in the vitamin industry.

8. This action is commenced on behalf of indirect purchasers of the Vitamin Products in each of the Class Jurisdictions, pursuant to the following antitrust and consumer protection laws of the respective jurisdictions:

District of Columbia D.C. Code § 28-4501, *et seq.*
D.C. Code § 28-3901, *et seq.*

Arizona A.R.S. § 44-1401, *et seq.*

Florida Florida Statutes § 501.204, *et seq.*

Kansas Kan. Stat. Ann. § 50-101, *et seq.*
Kan. Stat. Ann. § 50-626(b)

<u>Maine</u>	10 Me. Rev. Stat. Ann. § 1101, <i>et seq.</i> 5 Me. Rev. Stat. Ann. § 207
<u>Michigan</u>	M.C.L. § 445.771, <i>et seq.</i> M.C.L. § 445.901, <i>et seq.</i>
<u>Minnesota</u>	Minn. Stat. §§ 325D.49 - 325D.66
<u>New Mexico</u>	N.M. Stat. Ann. § 57-1, <i>et seq.</i> N.M. Stat. Ann. § 57-12-3
<u>New York</u>	N.Y. Gen. Bus. Law § 340, <i>et seq.</i>
<u>North Carolina</u>	N.C. Gen. Stat. § 75-1, <i>et seq.</i>
<u>North Dakota</u>	N.D. Cent. Code § 51-08.1-08 N.D. Cent. Code § 51-15-02
<u>South Dakota</u>	S.D. Codified Laws Ann. §§ 37-1-14.3, 37-1-33 S.D. Codified Laws Ann. § 37-24-6
<u>Tennessee</u>	Tenn. Code Ann. § 47-25-101, <i>et seq.</i> Tenn. Code Ann. § 47-18-104, <i>et seq.</i>
<u>West Virginia</u>	W. Va. Code § 47-18-1, <i>et seq.</i> W. Va. Code § 46A-1-101, <i>et seq.</i>
<u>Wisconsin</u>	Wis. Stat. § 133.01, <i>et seq.</i> Wis. Stat. § 100.18, <i>et seq.</i>

9. The Plaintiff States bring this action on behalf of their respective residents by and through their Attorneys General under section 4C of the Clayton Act and each state's antitrust and/or consumer protection law, specifically:

<u>District of Columbia</u>	D.C. Code § 28-4501, <i>et seq.</i>
<u>Arizona</u>	A.R.S. § 44-1401, <i>et seq.</i>
<u>Florida</u>	Fla. Stat. § 501.201, <i>et seq.</i> Fla. Stat. § 542.15, <i>et seq.</i>
<u>Hawaii</u>	Haw. Rev. Stat. § 480-1, <i>et seq.</i>
<u>Idaho</u>	Id. Code § 48-101, <i>et seq.</i>

<u>Illinois</u>	740 Ill. Comp. Stat. Ann. § 10/1, <i>et seq.</i>
<u>Kansas</u>	K.S.A. § 50-101, <i>et seq.</i> K.S.A. § 50-601, <i>et seq.</i>
<u>Maine</u>	10 Me. Rev. Stat. Ann. § 1101, <i>et seq.</i> 5 Me. Rev. Stat. Ann. § 205-A, <i>et seq.</i>
<u>Michigan</u>	MCL § 445.771, <i>et seq.</i> MCL § 445.901, <i>et seq.</i>
<u>Minnesota</u>	Minn. Stat. Ch. 8 Minn. Stat. §§ 325D.49 – 325D.66
<u>Nevada</u>	Nev. Rev. Stat. § 598A.010, <i>et seq.</i>
<u>New Mexico</u>	N.M. Stat. Ann. § 57-1-1, <i>et seq.</i> N.M. Stat. Ann. § 57-12-1, <i>et seq.</i>
<u>New York</u>	N.Y. Gen. Bus. Law § 340, <i>et seq.</i> , § 349 N.Y. Exec. Law § 63(12)
<u>North Carolina</u>	N.C. Gen. Stat. § 75-1, <i>et seq.</i>
<u>North Dakota</u>	N.D. Cent. Code § 51-08.1-01, <i>et seq.</i> N.D. Cent. Code § 51-10-06, <i>et seq.</i> N.D. Cent. Code § 51-15-01, <i>et seq.</i>
<u>Puerto Rico</u>	10 P.R. Laws Ann. §§ 257-276. 32 P.R. Laws §§ 3341-3344.
<u>Rhode Island</u>	R.I. Gen. Laws § 6-36-1, <i>et seq.</i>
<u>South Dakota</u>	S.D. Codified Laws § 37-1-3.1, <i>et seq.</i> S.D. Codified Laws § 37-24-1, <i>et seq.</i>
<u>Tennessee</u>	Tenn. Code Ann. § 47-18-101, <i>et seq.</i> Tenn. Code Ann. § 47-25-101, <i>et seq.</i>
<u>Vermont</u>	9 Vt. Stat. Ann. § 2451, <i>et seq.</i>
<u>Washington</u>	Rev. Code Wash. Ann. § 19.86.080
<u>West Virginia</u>	W. Va. Code § 47-18-1, <i>et seq.</i> W. Va. Code § 46A-1-101, <i>et seq.</i>

Wisconsin Wis. Stats. § 133.01, *et seq.*
Wis. Stats. § 100.20, *et seq.*

10. This Complaint is also filed under Section 16 of the Clayton Act, 15 U.S.C. § 26 to enjoin Defendants, and their officers, agents, employees or representatives from engaging in the unlawful contract, combination, and conspiracy in restraint of trade or commerce of Vitamin Products.

II. JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over the Class Plaintiffs' Clayton Act claims under 28 U.S.C. §§ 1331 and 1337(a). The Court has jurisdiction over the Class Plaintiffs' state-law claims pursuant to principles of supplemental jurisdiction, 28 U.S.C. § 1367, and under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). The matter in controversy exceeds \$5,000,000.00, exclusive of interest and costs, and a member of the class is a citizen of a state other than the state or country of which a defendant is a citizen.

12. This Court has subject matter jurisdiction over the Plaintiff States' Clayton Act claims under 28 U.S.C. §§ 1331 and 1337(a). The Court has jurisdiction of the Plaintiff States' applicable state law claims pursuant to supplemental jurisdiction under 28 U.S.C. § 1367.

13. This Court has personal jurisdiction because a substantial part of the conduct and actions alleged herein took place in this judicial district, including injury to Plaintiffs and Class Members. Personal jurisdiction also comports with due process under the United States Constitution.

14. Venue is proper in this Court under 28 U.S.C. § 1391 because a substantial part of the acts or omissions giving rise to the claims alleged in this action occurred in this District.

III. PARTIES

A. Plaintiffs

15. Plaintiff Philip Richardson is a citizen of Arizona. Plaintiff Richardson is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

16. Plaintiff Scott Loughead is a citizen of Arizona. Plaintiff Loughead is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

17. Plaintiff Teresa Herminia Giral is a citizen of the District of Columbia. Plaintiff Giral is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

18. Plaintiff Yoon Casa Lebrato, Inc. is a District of Columbia corporation with its principal place of business in the District of Columbia. Plaintiff Yoon Casa Lebrato, Inc. is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

19. Plaintiff Carolyn Garofolo is a citizen of Florida. Plaintiff Garofolo is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

20. Plaintiff Hollywood Discount Pharmacy, Inc. d/b/a Hollywood Discount Pharmacy is a Florida corporation with its principal place of business in Broward County, Florida. Plaintiff Hollywood Discount Pharmacy, Inc. is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

21. Plaintiff Candace Todd is a citizen of Kansas. Plaintiff Todd is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

22. Plaintiff Steve Ridlon is a citizen of Maine. Plaintiff Ridlon is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

23. Plaintiff Anthony Bascomb is a citizen of Michigan. Plaintiff Bascomb is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

24. Plaintiff Community Mills, Inc. is a Michigan corporation with its principal place of business in Cassopolis, Michigan. Plaintiff Community Mills, Inc. is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

25. Plaintiff Big Valley Milling, Inc. is a Minnesota corporation with its principal place of business in Montevideo, Minnesota. Plaintiff Big Valley Milling, Inc. is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

26. Plaintiff Denise DeNardi is a citizen of Minnesota. Plaintiff DeNardi is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

27. Plaintiff Chris Johnson is a citizen of New Mexico. Plaintiff Johnson is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

28. Plaintiff Michael Henningson is a citizen of New Mexico. Plaintiff Henningson is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

29. Plaintiff Drug Mart Pharmacy Corp. (“Drug Mart”) is a New York corporation with its principal place of business in Brooklyn, New York. Plaintiff Drug Mart is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

30. Plaintiff William G. Scanlan is a citizen of New York. Plaintiff Scanlan is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

31. Plaintiff Michael Armstrong is a citizen of North Carolina. Plaintiff Armstrong is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

32. Plaintiff Merrill Fowler is a citizen of North Carolina. Plaintiff Fowler is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

33. Plaintiff Rita Disrud O'Neill is a citizen of North Dakota. Plaintiff O'Neill is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

34. Plaintiff Kirk Chaffee is a citizen of South Dakota. Plaintiff Chaffee is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

35. Plaintiff Jabo's Pharmacy, Inc. a Tennessee corporation with its principal place of business in Newport, Tennessee. Plaintiff Jabo's Pharmacy, Inc. is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

36. Plaintiff Anile Pharmacy, Inc. is a West Virginia corporation with its principal place of business in Weirton, West Virginia. Plaintiff Anile Pharmacy, Inc. is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

37. Plaintiff Gary E. Archer is a citizen of West Virginia. Plaintiff Archer is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

38. Plaintiff Gene Lloyd, a citizen of Wisconsin, is the successor in interest to J&R Ventures, Inc., which was a Wisconsin corporation whose principal place of business was in Prairie du Sac, Wisconsin. At the relevant times, J&R Ventures, Inc. was an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

39. Plaintiff Paul Fowler is a citizen of Wisconsin. Plaintiff Fowler is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

40. Plaintiff Jay Bass is a citizen of Wisconsin. Plaintiff Bass is an indirect purchaser of Vitamin Products manufactured by one or more of the Defendants.

41. The Plaintiff States bring this action by and through their Attorneys General in a statutory, common law, and/or equitable capacity, including but not limited to, as *parens patriae* on behalf and for the benefit of their injured citizens damaged by the conduct alleged herein and on behalf of their states' general economies.

B. Defendants

42. Defendant Merck KGaA's principal place of business is in the Federal Republic of Germany. It is organized under German law as a "*Kommanditgesellschaft auf Aktien*," a hybrid type of business organization in which some of the equity interests are owned by partners with unlimited liability, and some shareholders own capital stock without liability. If properly treated as a corporation for purposes of 28 U.S.C. § 1332, Merck KGaA is a citizen of the Federal Republic of Germany. If Merck KGaA is treated as an unincorporated association, it is a citizen of the Federal Republic of Germany either because it is organized under German law and has its principal place of business in Germany, or alternatively because its non-shareholder member is a general partnership whose members are citizens of Germany. Merck KGaA, through its affiliates, is engaged in the distribution and sale, or has affected the distribution and sale of certain ACE Vitamin Products, as more particularly described herein. Merck KGaA is 74% owned by Defendant E. Merck.

43. Defendant E. Merck OHG is a German-law commercial partnership, of the type known as "*offene Handelsgesellschaft*," with its principal place of business in the Federal

Republic of Germany. E. Merck is a citizen of the Federal Republic of Germany for purposes of 28 U.S.C. § 1332(d) either because it is organized under German law and has its principal place of business in Germany, or alternatively because its members are citizens of Germany. E. Merck was engaged in the distribution and sale, or has affected the distribution and sale, of certain ACE Vitamin Products.

44. Defendant EM Industries, Inc. (“EM Industries”) is a New York corporation with its principal place of business in Hawthorne, New York. EM Industries is a wholly-owned subsidiary of Defendant Merck KGaA. EM Industries is engaged in the distribution and sale, or has affected the distribution and sale, of certain ACE Products, as more particularly described herein. EM Industries is wholly controlled and dominated by Merck KGaA and E. Merck OHG, both in general with regards to the conduct of its business and specifically with regards to its challenged horizontal conduct alleged herein within the Class Jurisdictions and Plaintiff States. Defendants Merck KGaA, E. Merck OHG, and EM Industries are hereinafter referred to as “Merck.”

45. Merck, directly or indirectly and through affiliates which it dominates and controls, has set prices and allocated markets pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of certain ACE Vitamin Products. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

46. Defendant Sumitomo Chemical Co. Ltd. (“Sumitomo Ltd.”) is a Japanese corporation with its principal place of business in Japan. Sumitomo Ltd., through its affiliates, is engaged in the distribution and sale, or has affected the distribution and sale of certain ACE Vitamin Products, as more particularly described herein.

47. Sumitomo Chemical America, Inc. (“Sumitomo Inc.”) is a New York corporation with its principal place of business in New York, New York. Sumitomo Inc. is a wholly-owned subsidiary of Defendant Sumitomo Ltd. Sumitomo Inc. is engaged in the distribution and sale, or has affected the distribution and sale of certain ACE Vitamin Products, as more particularly described herein. Sumitomo Inc. is wholly controlled and dominated by Sumitomo Ltd. Defendant Sumitomo Ltd. and Sumitomo Inc. are hereinafter referred to as “Sumitomo.”

48. Sumitomo, directly or indirectly and through affiliates which it dominates and controls, has set prices and allocated markets pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of certain ACE Vitamin Products. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

49. Defendant Mitsubishi Tanabe Pharma Corporation f/k/a Tanabe Seiyaku Company, Ltd. (“Tanabe Ltd.”) is a Japanese corporation with its principal place of business in Japan. Tanabe Ltd., through its affiliates, is engaged in the distribution and sale, or has affected the distribution and sale of certain ACE Vitamin Products, as more particularly described herein.

50. Defendant Tanabe U.S.A., Inc. (“Tanabe Inc.”) is a Delaware corporation with its principal place of business in San Diego, California. Tanabe Inc. is a wholly-owned subsidiary of Defendant Tanabe Ltd. Tanabe Inc. is engaged in the distribution and sale, or has affected the distribution and sale of certain ACE Vitamin Products, as more particularly described herein. Tanabe Inc. is wholly controlled and dominated by Tanabe Ltd., both with respect to the general conduct of its business and specifically with respect to its challenged

horizontal conduct within or affecting the District of Columbia and the other Class Jurisdictions. Defendants Tanabe Ltd. and Tanabe Inc. are hereinafter referred to as “Tanabe.”

51. Tanabe, directly or indirectly and through affiliates which it dominates and controls, has set prices and allocated markets pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of certain ACE Vitamin Products. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

52. Defendant Lonza AG (“Lonza”) is a Swiss corporation with its principal place of business in Switzerland. Lonza AG, through its affiliates, is engaged in the distribution and sale of certain ACE Vitamin Products and Vitamin B3, as more particularly described herein.

53. Lonza, directly or indirectly, and through affiliates that it dominates and controls, has set prices and allocated markets pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of ACE Vitamin Products and Vitamin B3. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

54. Defendant Degussa GmbH is the successor to the former Degussa AG f/k/a Degussa-Hüls AG. Degussa GmbH’s principal place of business is in the Federal Republic of Germany. It is organized under German law as a “*Gesellschaft mit beschränkter Haftung*,” a type of limited liability company. If properly treated as a corporation for purposes of 28 U.S.C. § 1332, Degussa GmbH is a citizen of the Federal Republic of Germany. If Degussa GmbH is treated as an unincorporated association, it is a citizen of the Federal Republic of

Germany either because it is organized under German law and has its principal place of business in Germany, or alternatively because its members are German corporations whose principal places of business are in Germany. During all or part of the relevant period, Degussa AG manufactured, sold, and distributed, or affected the distribution and sale of vitamin B3, through its wholly-owned subsidiaries and affiliates, including Defendant Degussa Corporation.

55. Defendant Degussa Corporation f/k/a Degussa-Hüls Corporation is an Alabama corporation with its principal place of business in Parsippany, New Jersey. Degussa Corporation is a wholly-owned subsidiary of Degussa GmbH. During all or part of the relevant period, Degussa Corporation and/or Degussa-Hüls Corporation manufactured, sold, and distributed, or affected the distribution and sale of vitamin B3, as more particularly described herein. Defendants Degussa GmbH and Degussa Corporation are hereinafter referred to as “Degussa.”

56. Degussa, directly or indirectly and through affiliates which it dominates and controls, has set prices and allocated markets pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of vitamin B3. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

57. Defendant Vertellus Specialties Inc. f/k/a Reilly Industries, Inc. (“Reilly Inc.”) is an Indiana corporation with its principal place of business in Indianapolis, Indiana. Reilly Inc. is engaged in the distribution and sale, or has affected the distribution and sale of vitamin B3.

58. Defendant Vertellus Chemicals SA f/k/a Reilly Chemicals, S.A. (“Reilly S.A.”) is a Belgian corporation with its principal place of business in Belgium. Defendant Reilly Inc. wholly owns and controls Reilly S.A. Reilly S.A. is engaged in the distribution and sale, or has affected the distribution and sale of vitamin B3. Defendants Reilly Inc. and Reilly S.A. are hereinafter referred to as “Reilly.”

59. Reilly, directly or indirectly and through affiliates which it dominates and controls, has set prices and allocated markets pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of vitamin B3. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

60. Since 1982, Degussa and Reilly have produced vitamin B3 in Indianapolis, Indiana through a joint venture named Vitachem.

61. Defendant Nepera, Inc. (“Nepera”) is a New York corporation with its principal place of business in East Rutherford, New Jersey. Defendant Nepera is engaged in the distribution and sale, or has affected the distribution and sale of vitamin B3. Nepera, directly or indirectly and through affiliates which it dominates and controls, has set prices and allocated markets pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of vitamin B3. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States, including the District of Columbia.

62. Defendant Chinook Global Limited f/k/a Chinook Group Ltd. (“Chinook Global”) is a Canadian corporation with its principal place of business in Ontario. Until quite recently, Chinook Global was engaged in the distribution and sale of choline chloride.

63. Defendant Chinook Group, Inc. (“Chinook Inc.”) is an inactive Minnesota corporation whose principal place of business was in Minnesota. Defendant Chinook Inc. was a wholly-owned subsidiary of Defendant Chinook Global. In conjunction with Chinook Global, Chinook Inc. engaged in the distribution and sale of choline chloride, as more particularly described herein.

64. Two executives of Chinook Inc. have pleaded guilty to violating Section 1 of the Sherman Act, 15 U.S.C. § 1, by conspiring to fix prices and allocate customers of Vitamin Products in restraint of trade or commerce. Their illegal acts, undertaken in the course and scope of their employment with Chinook Inc. and for its benefit, were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

65. Defendants Chinook Global and Chinook Inc. are hereinafter collectively referred to as “Chinook.”

66. Chinook, directly or indirectly, and through affiliates that it dominates and controls, has set prices and allocated markets pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of choline chloride. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions, the Plaintiff States, and the District of Columbia.

67. Defendant Bioproducts Incorporated (“Bioproducts”) is a Delaware corporation with its principal place of business in Fairlawn, Ohio. Bioproducts is engaged in the distribution and sales of choline chloride, as more particularly described herein. Bioproducts has set prices pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of choline chloride. These horizontal pricing practices restrained trade or

commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

68. Defendant Mitsui & Co., Ltd. (“Mitsui Japan”) is a Japanese corporation with its principal place of business in Japan, and is engaged in the business of manufacturing, distribution and sale of choline chloride.

69. Mitsui & Co. U.S.A., Inc. (“Mitsui USA”), is a New York corporation with its principal place of business in New York, New York, and is engaged in the business of distribution and sale of choline chloride. Mitsui USA is wholly owned by Mitsui Japan. Bioproducts is wholly owned by Mitsui USA. Defendants Bioproducts, Mitsui USA and Mitsui Japan are collectively referred to herein as “Mitsui.”

70. Mitsui, directly or indirectly and through affiliates which it dominates and controls, has set prices pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of choline chloride. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

71. Defendant Akzo Nobel, Inc. (“Akzo”) is a Delaware corporation with its principal place of business in Chicago, Illinois. Akzo is engaged in the business of distribution and sale of choline chloride, as more particularly described herein.

72. Akzo, directly or indirectly and through affiliates which it dominates and controls, has set prices pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of choline chloride. These horizontal pricing practices restrained trade or commerce

and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

73. Defendant UCB Pharma, Inc. (“UCB”) is a Delaware corporation with its principal place of business in Smyrna, Georgia, and is engaged in the business of distribution and sale of choline chloride.

74. UCB, directly or indirectly and through affiliates which it dominates and controls, has set prices pursuant to illegal horizontal agreements to fix, maintain, or stabilize prices of choline chloride. These horizontal pricing practices restrained trade or commerce and were designed to, and did have a substantial and adverse effect on the Class Jurisdictions and Plaintiff States.

75. The Defendants’ acts charged in this Complaint were authorized, ordered or done by their officers, agents, employees, or representatives, while actively engaged in the management of Defendants’ business or affairs.

IV. CLASS ACTION ALLEGATIONS

76. This action is brought by Class Plaintiffs on behalf of themselves, and pursuant to Fed. R. Civ. P. 23, as representatives of a class of indirect purchasers of Vitamin Products manufactured by Defendants or their co-conspirators (“the Class”). In particular, Plaintiffs assert that a class action is appropriate under Fed. R. Civ. P. 23(b)(3).

77. The Class is defined as:

All persons or entities present in the District of Columbia, Arizona, Florida, Kansas, Maine, Michigan, Minnesota, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, West Virginia, and Wisconsin who indirectly purchased Vitamin Products from January 1, 1988 through the present. The Class of indirect purchasers of these products includes consumers and businesses that have purchased Vitamin Products

designed for human consumption and/or as an animal nutritional supplement. Excluded from the Class are all governmental entities, Defendants and their subsidiaries and affiliates.

78. While the exact number of Class members is presently unknown to Plaintiffs, it is believed that due to the nature of the trade and commerce involved, the members of the Class are so numerous and geographically dispersed as to render joinder of all Class members in this action impracticable.

79. There are questions of law and fact arising in this action that are common to Plaintiffs and the members of the Class, including:

- (a) whether Defendants and their co-conspirators combined, agreed, and conspired among themselves to fix, maintain, or stabilize the prices of, and allocate markets for Vitamin Products;
- (b) the existence and duration of the horizontal agreements alleged in this Complaint to fix, maintain, or stabilize prices of, and allocate markets for Vitamin Products;
- (c) whether each Defendant was a member of, or participant in the contract, combination and/or conspiracy alleged in this Complaint;
- (d) whether Defendants and their co-conspirators took steps to conceal their conspiracy from Plaintiffs and the Class;
- (e) whether, and to what extent, the conduct of Defendants and their co-conspirators caused injury to the business or property of Plaintiffs, the Plaintiff Class; and, if so, the appropriate measure of damages;
- (f) whether the agents, officers or employees of Defendants and their co-conspirators participated in telephone calls and meetings in furtherance of the conspiracy alleged herein;
- (g) whether the acts and omissions alleged herein constitute an unlawful trust, contract, combination, and/or conspiracy under the laws of the Class Jurisdictions;
- (h) whether the purpose and/or effect of the acts and omissions alleged herein was to fix, raise, maintain, and/or stabilize the prices for Vitamin Products sold or distributed in the Class Jurisdictions;

- (i) whether the unlawful contract, combination and conspiracy alleged herein included the allocation of sales volume among the Defendants; and
- (j) whether the unlawful combination and conspiracy alleged herein involved some or all of the vitamins and/or Vitamin Products described in this Complaint; and if so, which ones.

80. Plaintiffs' claims are typical of the claims of the Class, because among other reasons, Plaintiffs and all Class Members sustained damages arising out of the same wrongful conduct engaged in by the Defendants.

81. Plaintiffs are adequate class representatives and will fairly and adequately protect the interests of Class members. Plaintiffs have no interests adverse to or in conflict with other members of the Class. Further, Plaintiffs have retained counsel experienced in complex class actions, antitrust, and unfair or deceptive trade practice litigation.

82. The questions of law and fact common to Plaintiffs and all members of the Class predominate over any questions solely affecting individual members. The legal and factual issues concerning the existence, scope, effects, and composition of the conspiracy alleged herein are (a) central to each Plaintiff's claims, (b) substantially identical with respect to each Plaintiff's burden of demonstrating liability, and (c) the most important and fundamental issues to be determined at trial.

83. The class action mechanism is superior to other available methods for the fair and efficient adjudication of this controversy. Proceeding as a class action would permit the large number of injured parties to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of evidence and effort. A class action also avoids the potentially inconsistent results that numerous individual trials are likely to generate. Moreover, class treatment allows Plaintiffs with relatively small individual

claims to effectively litigate against these large, well-represented corporate Defendants.

Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to review duplicative evidence and decide the same issues repeatedly.

84. There are no unusual difficulties likely to be encountered in the management of this case as a class action. Plaintiffs and their counsel are not aware of any reason why this case should not proceed as a class action.

V. TRADE AND COMMERCE

85. Defendants are manufacturers, marketers, and distributors of vitamins, vitamin premixes, and other Vitamin Products for sale to customers in the Class Jurisdictions and Plaintiff States. Defendants are engaged in the sale, marketing, and distribution of vitamins, vitamin premixes, and other Vitamin Products to manufacturers and users of animal feed and nutrition products. The vitamin premixes and other vitamin products manufactured by Defendants are commonly used in the agricultural industry as an ingredient in animal nutrition products and animal feed mixes.

86. Defendants are also engaged in the sale, marketing, and distribution of Vitamin Products to manufacturers and distributors of vitamin products designed for human consumption. Such vitamin products are purchased and consumed by millions of consumers each year.

87. The manufacture of vitamins, vitamin premixes and other vitamin products is a multi-billion dollar a year industry worldwide. The North American market for animal nutrition alone is a more than \$500 million-a-year industry.

88. During the period described in this Complaint, Lonza controlled, directly or indirectly, the distribution and sale of ACE Vitamin Products as well as niacin in the Class Jurisdictions and Plaintiff States.

89. During the period described in this Complaint, Chinook controlled, directly or indirectly, the distribution and sale of choline chloride in the Class Jurisdictions and Plaintiff States.

90. During the period described in this Complaint, Mitsui controlled, directly or indirectly, the distribution and sale of choline chloride in the Class Jurisdictions and Plaintiff States.

91. During the period described in this Complaint, AKZO controlled, directly or indirectly, the distribution and sale of choline chloride in the Class Jurisdictions and Plaintiff States.

92. During the period described in this Complaint, UCB controlled, directly or indirectly, the distribution and sale of choline chloride in the Class Jurisdictions and Plaintiff States.

93. During the period described in this Complaint, Merck controlled, directly or indirectly, the distribution and sale of ACE Vitamin Products, and specifically vitamins C and H in the Class Jurisdictions and Plaintiff States.

94. During the period described in this Complaint, Sumitomo controlled, directly or indirectly, the distribution and sale of ACE Vitamin Products, and specifically vitamins B9 and H in the Class Jurisdictions and Plaintiff States.

95. During the period described in this Complaint, Tanabe controlled, directly or indirectly, the distribution and sale of ACE Vitamin Products, and specifically vitamin H in the Class Jurisdictions and Plaintiff States.

96. During the period described in this Complaint, Degussa controlled, directly or indirectly, the distribution and sale of niacin in the Class Jurisdictions and Plaintiff States.

97. During the period described in this Complaint, Reilly controlled, directly or indirectly, the distribution and sale of niacin in the Class Jurisdictions and Plaintiff States.

98. During the period described in this Complaint, Nepera controlled, directly or indirectly, the distribution and sale of niacin in the Class Jurisdictions and Plaintiff States.

99. During the period of this Complaint, the conduct of Defendants and their co-conspirators has taken place in and/or affected the trade and commerce in the Class Jurisdictions and Plaintiff States.

VI. FACTUAL BACKGROUND

A. The ACE Vitamin Products Conspiracy

100. Beginning no later than 1990, Defendants Lonza, Merck, Sumitomo and Tanabe (“the ACE Defendants”) and their co-conspirators entered into and engaged in a combination and conspiracy to fix the price and allocate the markets and sales volumes of ACE Vitamin Products sold to customers in the Class Jurisdictions and elsewhere. The combination and conspiracy, engaged in by the ACE Defendants and their co-conspirators, was anticompetitive, an unlawful trade practice, and/or an unfair or deceptive act or practice in violation of the laws of the United States, Class Jurisdictions, and Plaintiff States.

101. The combination and conspiracy consisted of a continuing agreement, understanding, and concert of action among the conspirators, the substantial terms of which were:

- (a) to fix, stabilize, and maintain prices and/or to coordinate price increases for the sale of ACE Vitamin Products in the Class Jurisdictions and elsewhere;
- (b) to allocate the volumes of sales of, and markets for, ACE Vitamin Products among the corporate conspirators in the Class Jurisdictions and elsewhere; and
- (c) to control the markets for vitamin premixes, for example, by agreeing to price premixes at levels in excess of the prices offered for the component vitamin ingredients.

102. For purposes of forming and carrying out the charged combination and conspiracy, the ACE Defendants and their co-conspirators, including executives from both United States and European affiliates of Defendants, participated in covert meetings and conversations in which they determined the prices, volume of sales, and markets for vitamins, vitamin premixes, and other Vitamin Products. Further, for purposes of carrying out the charged combination and conspiracy, these Defendants and their co-conspirators have coordinated price quotations to customers and published price announcements in accordance with the agreements reached.

103. In the above described meetings,

- (a) the prices and volumes of vitamins and vitamin premixes were discussed;
- (b) it was agreed to increase and maintain those prices;
- (c) it was agreed to allocate markets for premixes and vitamin ingredients for such premixes;
- (d) methods to conceal the agreements were discussed.

104. For purposes of forming and carrying out the charged combination and conspiracy, the ACE Vitamin Defendants and their co-conspirators, including executives from both United States and European affiliates of Defendants, have participated in meetings and conversations in which it was agreed to allocate among the corporate conspirators the volumes of sales of, and markets for, ACE Vitamin Products, to be sold by each corporate conspirator in the United States and elsewhere. The conspiracy divided and allocated such markets by region and by vitamin, and was implemented by these Defendants and their co-conspirators' executives and United States marketing managers acting under instructions from European executives.

105. The ACE Defendants have issued price announcements in accordance with the agreements, and have participated in meetings and conversations to monitor and enforce adherence to the agreed-upon prices and sales volumes.

106. For purposes of carrying out the charged combination and conspiracy, the ACE Defendants and their co-conspirators have rigged bids for contracts to supply ACE Vitamin Products.

107. For purposes of forming and carrying out the charged combination and conspiracy as well as enforcing adherence to the agreed-upon prices, sales volumes and market allocations, the ACE Defendants and their co-conspirators have exchanged information on the volumes of sales of ACE Vitamin Products and chemicals necessary for the production of ACE Vitamin Products in the United States and elsewhere.

108. The acts committed by the ACE Defendants as alleged herein violated the antitrust statutes and consumer protection statutes of the Class Jurisdictions and Plaintiff States. Specifically, these Defendants illegally:

- (a) created or carried out restrictions in trade or commerce by, e.g., setting, by agreement, the prices which these Defendants charged for ACE Vitamin Products sold in the Class Jurisdictions and Plaintiff States;
- (b) limited or reduced the production of ACE Vitamin Products sold in the Class Jurisdictions and Plaintiff States, by, e.g., allocating sales volumes among Defendants pursuant to an agreement as alleged herein;
- (c) prevented competition in the manufacture or sale of ACE Vitamin Products sold in the Class Jurisdictions and Plaintiff States, by, e.g., agreeing among themselves not to compete over sales volumes and prices;
- (d) fixed the price of ACE Vitamin Products in such a way as to control or establish, at least in part, the prices paid by consumers and the public; and
- (e) entered into, executed, and carried out contracts, obligations, and agreements in which they: (i) bound themselves not to sell ACE Vitamin Products below a fixed price; (ii) agreed to keep the prices of ACE Vitamin Products at a fixed price; and (iii) established and settled the price of ACE Vitamin Products so as to directly or indirectly preclude a free and unrestricted competition among themselves.

109. Each of the above acts constitutes an unlawful trade practice or deceptive act or practice under the laws of the Class Jurisdictions and Plaintiff States.

110. Plaintiffs and the Class were injured in their trade or business by reason of the unlawful acts of the ACE Defendants as alleged herein. For example, Plaintiffs and the Class were forced to pay higher prices for ACE Vitamin Products than they would have had to pay if the prices charged by Defendants to their customers were the product of fair and open competition, and not of an illegal price-fixing agreement. As persons suffering losses as a result of Defendants' unlawful conduct, Plaintiffs and the Class are entitled to recover the actual damages sustained by them, interest on their actual damages, permanent injunctive relief, attorney's fees, and costs of suit.

B. The Vitamin B3 Conspiracy

111. Beginning no later than 1988, Defendants Lonza, Degussa, Reilly and Nepera (the “Niacin Defendants”) and their co-conspirators entered into and engaged in a combination and conspiracy to fix the price and allocate the markets and sales volumes of vitamin B3 sold to customers in the United States and elsewhere. The combination and conspiracy, engaged in by the Niacin Defendants and their co-conspirators, was anticompetitive, an unlawful trade practice, and/or an unfair or deceptive act or practice in violation of the laws of the United States, Class Jurisdictions, and Plaintiff States.

112. The combination and conspiracy consisted of a continuing agreement, understanding, and concert of action among the conspirators, the substantial terms of which were:

- (a) to fix and maintain prices and/or to coordinate price increases for the sale of vitamin B3 in the United States, including the Class Jurisdictions, Plaintiff States, and elsewhere; and
- (b) to allocate the volumes of sales of, and markets for, vitamin B3 among the corporate conspirators in the United States, including the Class Jurisdictions, Plaintiff States, and elsewhere.

113. For purposes of forming and carrying out the charged combination and conspiracy, the Niacin Defendants and their co-conspirators, including executives from both United States and foreign affiliates of these Defendants, participated in covert meetings and conversations in which the prices, volume of sales, and markets for vitamin B3 were discussed and agreed. Further, for purposes of carrying out the charged combination and conspiracy, the Niacin Defendants and their co-conspirators have issued price announcements in publications and have coordinated price quotations to customers in accordance with the agreements reached.

114. At the above-described meetings and during the period of the conspiracy, the Niacin Defendants and others agreed to and did eliminate, suppress, and limit competition in violation of the laws of each of the Class Jurisdictions and Plaintiff States, by:

- (a) discussing the prices and volumes of vitamin B3;
- (b) agreeing to increase and maintain prices for vitamin B3;
- (c) agreeing to allocate markets for vitamin B3; and
- (d) discussing and agreeing on methods to conceal their agreements and concerted conduct.

115. For purposes of carrying out the charged combination and conspiracy, the Niacin Defendants and their co-conspirators have rigged bids for contracts to supply vitamin B3.

C. The Vitamin B4 Conspiracy

116. Beginning no later than 1988, Defendants Chinook, Mitsui, AKZO and UCB (the “Choline Chloride Defendants”) and their co-conspirators entered into and engaged in a combination and conspiracy to fix the price and allocate the markets and sales volumes of vitamin B4 sold to customers throughout the United States and elsewhere. The combination and conspiracy engaged in by the Choline Chloride Defendants and their co-conspirators was anticompetitive, an unlawful trade practice, and/or an unfair or deceptive act or practice in violation of the laws of the United States, Class Jurisdictions, and Plaintiff States.

117. The combination and conspiracy consisted of a continuing agreement, understanding, and concert of action among the Choline Chloride Defendants and their co-conspirators, the substantial terms of which were:

- (a) to fix and maintain prices and/or to coordinate price increases for the sale of vitamin B4 throughout the United States, including the Class Jurisdictions, Plaintiff States, and elsewhere;
- (b) to allocate the volumes of sales of, and markets for, vitamin B4 among the corporate conspirators throughout the United States, including the Class Jurisdictions, Plaintiff States, and elsewhere; and
- (c) that certain foreign Defendants would refrain from selling vitamin B4 in the United States.

118. For purposes of forming and carrying out the charged combination and conspiracy, the Choline Chloride Defendants and their co-conspirators participated in covert meetings and conversations in which the prices, volume of sales, and markets for choline chloride were discussed and agreed. The Choline Chloride Defendants and their co-conspirators have issued price announcements in publications and have coordinated price quotations to customers in accordance with the agreements reached as a means of furthering the charged combination and conspiracy.

119. Meetings among the Choline Chloride Defendants and their co-conspirators in furtherance of the conspiracy included, among other dates:

- (a) January 1988 in Toronto;
- (b) Fall 1988 in Delaware;
- (c) Fall 1992 in Mexico City;
- (d) Fall 1992 in Germany;
- (e) January 1993 in Toronto;
- (f) Spring 1993 in Amsterdam;
- (g) Fall 1993 in Belgium;
- (h) Spring 1994 in Malaysia;
- (i) December 1995 in St. Louis;

- (j) May 1996 in St. Louis; and
- (k) January 1998 in Atlanta.

120. At the above-described meetings and during the period of the conspiracy, the Choline Chloride Defendants and others agreed to and did eliminate, suppress, and limit competition, in violation of the laws of the Class Jurisdictions and Plaintiff States, by:

- (a) discussing the prices and volumes of vitamin B4;
- (b) agreeing to increase and maintain prices for vitamin B4;
- (c) agreeing to allocate markets for vitamin B4, including agreeing that each Defendant or co-conspirator would refrain from making sales in the other's so-allocated geographical market(s); and
- (d) discussing and agreeing on methods to conceal their illegal agreements and concerted conduct.

121. For purposes of forming and carrying out the charged combination and conspiracy, the Choline Chloride Defendants and their co-conspirators, including agents, officers, employees, and representatives of these Defendants, have participated in meetings and conversations in which it was agreed to allocate among the conspirators the volumes of sales of, and markets for, vitamin B4 to be sold by each conspirator throughout the United States and elsewhere. The conspiracy divided and allocated such markets by region and was implemented by the Choline Chloride Defendants' executives and/or employees, their co-conspirators' executives and/or employees, and their respective United States marketing managers.

122. The Choline Chloride Defendants have issued price announcements in accordance with the agreements and have participated in meetings and conversations to monitor and enforce adherence to the agreed-upon prices and sales volumes.

123. For purposes of carrying out the charged combination and conspiracy, the Choline Chloride Defendants and their co-conspirators have rigged bids for contracts to supply vitamin B4.

124. For purposes of forming and carrying out the charged combination and conspiracy, the Choline Chloride Defendants and their co-conspirators have exchanged information on the volumes of sales of vitamin B4 throughout the United States and elsewhere for the purpose of monitoring and enforcing adherence to the agreed-upon prices, sales volumes, and market allocations.

D. The Impermissible Effect On Relevant Markets

125. Prior to the late 1980's, the markets for vitamins and vitamin premixes were characterized by low prices and competition. Since then, the markets for Vitamin Products sold by Defendants have been characterized by stability and steady price increases. Due to Defendants' price fixing and market allocation activity, steady price increases have taken place in these product markets despite fluctuations in the costs of production. As a result of Defendants' conduct, prices have been maintained at all-time high levels since 1990.

126. For many years, prices for Vitamin Products have not followed the laws of supply and demand governing competitive markets. Price reductions, for example, have not followed increases in supply. Due to Defendants' price fixing, market allocation, and other anti-competitive conduct, prices increased even as new supply and production came on the market.

127. The foregoing conduct has continued for some time. Executives of the Defendants continue to discuss price fixing and market allocation, both by telephone and in

person. The purpose of these communications has been to anticompetitively manage the markets for Vitamin Products.

128. During the period covered by this Complaint, Class Plaintiffs and members of the class indirectly purchased Vitamin Products manufactured by Defendants. By reason of the violations of law as alleged herein, Class Plaintiffs and the class paid more for these products and substitute products than they would have paid in the absence of the illegal combination and conspiracy and, as a result, they have been injured in their business and property and have suffered damages in an amount presently undetermined.

129. Further, residents of the Plaintiff States indirectly purchased Vitamin Products, manufactured by Defendants, paying more for these products than they would have paid in the absence of the illegal combination and conspiracy.

E. Fraudulent Concealment

130. Plaintiffs, members of the Class and the Plaintiff States did not discover, and could not discover through the exercise of reasonable diligence, the existence of the claims sued upon until recently because Defendants and their co-conspirators actively, intentionally, and fraudulently concealed the existence of the combination and conspiracy from Plaintiffs by one or more of the following affirmative acts, including acts in furtherance of the conspiracy:

- (a) Covert meetings in the Black Forest in Germany and elsewhere in which the prices, volumes of sale and markets for Vitamin Products were discussed and agreed;
- (b) Secretly allocating among themselves either customers or contracts for the sale of vitamin premixes and Vitamin Products as compensation for losing customers or markets;
- (c) Intentionally submitting inflated bids for customer business to make other bids appear legitimate;

- (d) Coordinating bidding in a manner that gave the appearance of a competitive process when such bids were the result of collusion;
- (e) Silencing witnesses with knowledge of the existence of the conspiracy by offering them improper payments;
- (f) Instructing members of the conspiracy at the above described meetings not to divulge the existence of the conspiracy to non-participants;
- (g) Confining the anticompetitive, unlawful plan to a small number of people and key officials at each Defendant to maintain the secrecy of their illegal acts;
- (h) Covertly conducting conspiracy telephone calls and meetings in hotels and other places in the United States and Europe; and
- (i) Avoiding either references in documents or the creation of documents otherwise created in the ordinary course of Defendants' businesses regarding conduct that would constitute an antitrust violation or anticompetitive act.

VII. FIRST CAUSE OF ACTION

(Violations of the District of Columbia Antitrust Act and the Antitrust Laws of the other Class Jurisdictions)

131. Class Plaintiffs hereby adopt and incorporate by this reference each of the preceding paragraphs as if fully set forth herein.

132. The acts committed by Defendants as alleged herein constitute an unlawful contract, combination, or conspiracy under the District of Columbia Antitrust Act, D.C. Code § 28-4501, *et seq.* and under the antitrust statutes of the following Class Jurisdictions:

<u>Arizona</u>	A.R.S. § 44-1401, <i>et seq.</i>
<u>Kansas</u>	Kan. Stat. Ann. § 50-101, <i>et seq.</i>
<u>Maine</u>	10 Me. Rev. Stat. Ann. § 1101, <i>et seq.</i>
<u>Michigan</u>	M.C.L. § 445.771, <i>et seq.</i>

<u>Minnesota</u>	Minn. Stat. §§ 325D.51 and 325D.53
<u>New Mexico</u>	N.M. Stat. Ann. § 57-1-1, <i>et seq.</i>
<u>New York</u>	N.Y. Gen. Bus. Law § 340, <i>et seq.</i>
<u>North Carolina</u>	N.C. Gen. Stat. § 75-1, <i>et seq.</i>
<u>North Dakota</u>	N.D. Cent. Code § 51-08.1-08
<u>South Dakota</u>	S.D. Codified Laws Ann. §§ 37-1-14.3, 37-1-3.1
<u>Tennessee</u>	Tenn. Code Ann. § 47-25-101, <i>et seq.</i>
<u>West Virginia</u>	W. Va. Code § 47-18-1, <i>et seq.</i>
<u>Wisconsin</u>	Wis. Stat. § 133.01, <i>et seq.</i>

133. With respect to purchases of Vitamin Products in the District of Columbia, Defendants' conduct alleged herein violates D.C. Code § 28-4501 *et seq.* As a result of this violation, Class members who indirectly purchased Defendants' Vitamin Products in the District of Columbia during the Class Period were injured in their business and property in an amount presently undetermined. With respect to indirect purchases of Defendants' Vitamin Products in Arizona, Kansas, Maine, Michigan, Minnesota, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, West Virginia and Wisconsin, Defendants' conduct as alleged herein violated the applicable antitrust statute. As a result, Class members who indirectly purchased Vitamin Products in those states during the Class Period were injured in their business and property in an amount presently undetermined.

134. Pursuant to D.C. Code § 28-4508, *et seq.*, and, where applicable, pursuant to the antitrust statutes of the other Class Jurisdictions, Class Plaintiffs demand treble damages and restitution from the Defendants of all monies illegally acquired by them as a result of the unlawful conduct alleged herein as provided by law in each of the Class Jurisdictions.

135. In New York, Plaintiffs demand only actual damages and hereby expressly waive all damages in excess thereof including treble damages that may have been available pursuant to N.Y. Gen. Bus. Law § 340, *et seq.*

VIII. SECOND CAUSE OF ACTION

(Violation of the Consumer Protection Statutes of the other Class Jurisdictions)

136. Class Plaintiffs hereby adopt and incorporate by this reference each of the preceding paragraphs as if fully set forth herein.

137. Defendants' conduct as alleged herein also constitutes violations of the consumer protection laws of the following Class Jurisdictions:

<u>Florida</u>	Florida Statutes § 501.204, <i>et seq.</i>
<u>Kansas</u>	Kan. Stat. Ann. § 50-626(b)
<u>Maine</u>	5 Me. Rev. Stat. Ann. § 205-A, <i>et seq.</i>
<u>Michigan</u>	M.C.L. § 445.901, <i>et seq.</i>
<u>New Mexico</u>	N.M. Stat. Ann. § 57-12-3
<u>New York</u>	N.Y. Gen. Bus. § 349, <i>et seq.</i>
<u>North Dakota</u>	N.D. Cent. Code § 51-15-02
<u>South Dakota</u>	S.D. Codified Laws Ann. § 37-24-6
<u>Tennessee</u>	Tenn. Code Ann. § 47-18-101, <i>et seq.</i>
<u>West Virginia</u>	W. Va. Code § 46A-1-101, <i>et seq.</i>
<u>Wisconsin</u>	Wis. Stat. § 100.18, <i>et seq.</i>

138. By reason of Defendants' unlawful trade practices in the District of Columbia and Defendants' violations of the consumer protection acts of Florida, Kansas, Maine,

Michigan, New Mexico, New York, North Dakota, South Dakota, Tennessee, West Virginia and Wisconsin, Plaintiffs and other members of the Class who indirectly purchased Vitamin Products in these states have been injured because, among other reasons, they have paid more for Vitamin Products than they would have paid in the absence of the Defendants' unlawful trade practices.

139. Consumers in the District of Columbia and in Florida, Kansas, Maine, Michigan, New Mexico, New York, North Dakota, South Dakota, Tennessee, West Virginia and Wisconsin have been and will continue to be injured in their business and property by Defendants' unfair and deceptive trade practices.

140. Pursuant to D.C. Code § 28-3905 and, where applicable, pursuant to the consumer protection statutes of the other Class Jurisdictions except in New York, Class Plaintiffs demand treble damages and restitution from the Defendants of all monies illegally acquired by them as a result of the unlawful conduct alleged herein.

141. In New York, Plaintiffs demand only actual damages and hereby expressly waive all damages in excess thereof including treble damages that may have been available pursuant to N.Y. Gen. Bus. Law § 349(h).

IX. THIRD CAUSE OF ACTION

(Parens Patriae Claims)

142. The Plaintiff States repeat and reallege the allegations in paragraphs 1-134 as if fully set forth herein.

143. Residents of the Plaintiff States were injured by Defendants' wrongful acts in that they indirectly purchased Vitamin Products at anticompetitive prices by reason of Defendants' wrongful acts.

144. The Plaintiff States are authorized to sue on behalf of their residents and in their sovereign capacity under their applicable state law in which the allegations herein are in violation, specifically:

<u>Arizona</u>	A.R.S. § 44-401, <i>et seq.</i>
<u>District of Columbia</u>	D.C. Code § 28-4501, <i>et seq.</i>
<u>Florida</u>	Fla. Stat. § 501.201, <i>et seq.</i> Fla. Stat. § 542.15, <i>et seq.</i>
<u>Hawaii</u>	Haw. Rev. Stat. § 480-1, <i>et seq.</i>
<u>Idaho</u>	Id. Code § 48-101, <i>et seq.</i>
<u>Illinois</u>	740 Ill. Comp. Stat. Ann. § 10/1, <i>et seq.</i>
<u>Kansas</u>	K.S.A. § 50-101, <i>et seq.</i> K.S.A. § 50-601, <i>et seq.</i>
<u>Maine</u>	10 Me. Rev. Stat. Ann. § 1101, <i>et seq.</i> 5 Me. Rev. Stat. Ann. § 205-A, <i>et seq.</i>
<u>Michigan</u>	M.C.L. § 445.771, <i>et seq.</i> M.C.L. § 445.901, <i>et seq.</i>
<u>Minnesota</u>	Minn. Stat. Ch. 8 Minn. Stat. §§ 325D.49 – 325D.66
<u>Nevada</u>	Nev. Rev. Stat. § 598A.010, <i>et seq.</i>
<u>New Mexico</u>	N.M. Stat. Ann. § 57-1-1, <i>et seq.</i> N.M. Stat. Ann. § 57-12-1, <i>et seq.</i>
<u>New York</u>	N.Y. Gen. Bus. Law § 340, <i>et seq.</i> , § 349 N.Y. Exec. Law § 63(12)
<u>North Carolina</u>	N.C. Gen. Stat. § 75-1, <i>et seq.</i>

<u>North Dakota</u>	N.D. Cent. Code § 51-08.1-01, <i>et seq.</i> N.D. Cent. Code § 51-10-06, <i>et seq.</i> N.D. Cent. Code § 51-15-01, <i>et seq.</i>
<u>Puerto Rico</u>	10 P.R. Laws Ann. §§ 251-276. 32 P.R. Laws §§ 3341-3344.
<u>Rhode Island</u>	R.I. Gen. Laws § 6-36-1, <i>et seq.</i>
<u>South Dakota</u>	S.D. Codified Laws § 37-1-3.1, <i>et seq.</i> S.D. Codified Laws § 37-24-1, <i>et seq.</i>
<u>Tennessee</u>	Tenn. Code Ann. § 47-18-101, <i>et seq.</i> Tenn. Code Ann. § 47-25-101, <i>et seq.</i>
<u>Vermont</u>	9 Vt. Stat. Ann. § 2451, <i>et seq.</i>
<u>Washington</u>	Rev. Code Wash. Ann. § 19.86.080
<u>West Virginia</u>	W. Va. Code § 47-18-1, <i>et seq.</i> W. Va. Code § 46A-1-101, <i>et seq.</i>
<u>Wisconsin</u>	Wis. Stats. § 133.01, <i>et seq.</i> Wis. Stats. § 100.20, <i>et seq.</i>

145. The Plaintiff States hereby demand (i) actual damages, (ii) up to three times the actual damages where applicable, (iii) restitution, and (iv) civil penalties where applicable.

X. FOURTH CAUSE OF ACTION

(Injunctive Relief)

146. All Plaintiffs repeat and reallege each of the foregoing allegations as if fully set forth herein.

147. Defendants' conduct in restraint of trade began in 1990 with the intent, and effect, of maintaining artificially high, and anticompetitive prices of Vitamin Products. Plaintiffs have been, and continue to be, injured in their business and property in that they

have paid, and continue to pay, higher prices for Vitamin Products than they would have absent Defendants' actions.

148. Pursuant to §§ 4 and 16 of the Clayton Act, 15 U.S.C. § 26, Plaintiffs demand Defendants be preliminarily and permanently enjoined from continuing the unlawful combination or conspiracy as alleged herein.

XI. FIFTH CAUSE OF ACTION

(Unjust Enrichment)

149. All Plaintiffs repeat and reallege each of the foregoing allegations as if fully set forth herein.

150. Defendants have benefited from their illegal restraints of trade and acts, which lessen or tend to lessen competition through the overpayment by Class Plaintiffs, the Class, and residents of the Plaintiff States for products containing Defendants' Vitamin Products.

151. It would be inequitable for the Defendants to be permitted to retain any of these overpayments for Defendants' Vitamin Products derived from their unfair or deceptive trade practices.

152. Plaintiffs demand that Defendants disgorge all such monies acquired through Defendants' illegal and inequitable conduct.

XII. JURY DEMAND

153. Plaintiffs demand trial by jury on all claims for which they are entitled to a jury trial.

XIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against all Defendants, jointly and severally, as follows:

- a. certifying this action to proceed as a class action pursuant to Fed. R. Civ. P. 23, and direct that reasonable notice be given to members of the Class;
- b. declaring that the violations alleged herein constitute an unlawful contract, combination, and conspiracy in restraint of trade or commerce, in violation of the District of Columbia Antitrust Act, D.C. Code § 28-4501, *et seq.*, and the antitrust laws of the other Class Jurisdictions, and that the Court award Plaintiffs and the Class (i) actual damages in an amount to be proved at trial as a result of the wrongful conduct alleged, plus interest and costs; (ii) treble damages pursuant to D.C. Code §§ 28-4508 and, where appropriate, the antitrust laws of the other Class Jurisdictions except in New York where treble damages are expressly waived; and (iii) all other damages available under the antitrust statutes of the other Class Jurisdictions;
- c. declaring that the concerted violations alleged herein constitute unlawful trade practices in the District of Columbia and constitute deceptive or unlawful trade practices in violation of the consumer protection statutes of the other Class Jurisdictions, and that the Court award Plaintiffs and the Class (i) actual damages in an amount to be proved at trial as a result of the wrongful conduct alleged, plus interest and costs; (ii) treble damages pursuant to D.C. Code §§ 28-3905 and, where appropriate, the consumer protection statutes of the other Class Jurisdictions except in New York where such treble damages are expressly waived; and (iii) all other damages available under the consumer protection statutes of the other Class Jurisdictions;
- d. declaring the unlawful combination and conspiracy alleged in this Complaint to be an unreasonable restraint of trade or commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1 and Sections 4 and 16 of the Clayton Act, 15 U.S.C. §26, and preliminarily and permanently enjoined from continuing the unlawful combination or conspiracy as alleged herein;
- e. declaring that the concerted violations alleged herein violated applicable state law in the Plaintiff States and awarding the Plaintiff States damages (trebled where applicable), civil penalties, and restitution;
- f. declaring that the violations alleged herein resulted in the unjust enrichment of Defendants, and that such Defendants be required to disgorge to Plaintiffs, the Class and the Plaintiff States all amounts by which they have been unjustly enriched, plus interest and costs;

- g. granting Plaintiffs and the Class the costs of prosecuting this action together with interest and reasonable attorney's fees;
- h. entering joint and several judgments in favor of Plaintiffs and the Class against the Defendants, and each of them in accordance with paragraphs a-e above; and
- i. granting such other, further and general relief as this Court may deem just and proper.

DATED: May ____, 2009

Respectfully submitted,

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CLASS COUNSEL

EXHIBIT D

Form of Notice of Designation
of Related Civil Cases

NOTICE OF DESIGNATION OF RELATED CIVIL CASES PENDING
IN THIS OR ANY OTHER UNITED STATES COURTCivil Action No. _____
(To be supplied by the Clerk)NOTICE TO PARTIES:

Pursuant to Rule 40.5(b)(2), you are required to prepare and submit this form at the time of filing any civil action which is related to any pending cases or which involves the same parties and relates to the same subject matter of any dismissed related cases. This form must be prepared in sufficient quantity to provide one copy for the Clerk's records, one copy for the Judge to whom the cases is assigned and one copy for each defendant, so that you must prepare 3 copies for a one defendant case, 4 copies for a two defendant case, etc.

NOTICE TO DEFENDANT:

Rule 405(b)(2) of this Court requires that you serve upon the plaintiff and file with your first responsive pleading or motion any objection you have to the related case designation.

NOTICE TO ALL COUNSEL

Rule 405(b)(3) of this Court requires that as soon as an attorney for a party becomes aware of the existence of a related case or cases, such attorney shall immediately notify, in writing, the Judges on whose calendars the cases appear and shall serve such notice on counsel for all other parties.

The plaintiff, defendant or counsel must complete the following:

I. RELATIONSHIP OF NEW CASE TO PENDING RELATED CASE(S).

A new case is deemed related to a case pending in this or another U.S. Court if the new case: [Check appropriate box(es) below.]

- (a) relates to common property
- (b) involves common issues of fact
- (c) grows out of the same event or transaction
- (d) involves the validity or infringement of the same patent
- (e) is filed by the same pro se litigant

2. RELATIONSHIP OF NEW CASE TO DISMISSED RELATED CASE(ES)

A new case is deemed related to a case dismissed, with or without prejudice, in this or any other U.S. Court, if the new case involves the same parties and same subject matter.

Check box if new case is related to a dismissed case:

3. NAME THE UNITED STATES COURT IN WHICH THE RELATED CASE IS FILED (IF OTHER THAN THIS COURT):

N/A

4. CAPTION AND CASE NUMBER OF RELATED CASE(S). IF MORE ROOM IS NEED PLEASE USE OTHER SIDE.

In re Vitamins Antitrust Litigation, MDL No. 1285, Misc. No. 99-197 (TFH)

EXHIBIT E

Motion for Initial Administrative
Order, with Proposed Order

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

----- x

PHILIP RICHARDSON et al., : D.D.C. No. 09 Civ. _____ (TFH)

Plaintiffs, :

– against – :

AKZO NOBEL INC. et al., :

Defendants. :

----- x

**CONSENT MOTION FOR ENTRY OF AN INITIAL
ADMINISTRATIVE ORDER**

This action has been filed by private plaintiffs and the attorneys general of certain States and of Puerto Rico and the District of Columbia to seek judicial approval of their agreement (the “Multistate Settlement Agreement”) providing for the settlement of certain indirect-purchaser Vitamin claims against the “Settling Defendants.”* Most of the private claims have previously been asserted in a District of Columbia Superior Court action entitled *Teresa Herminia Giral et al. v. F. Hoffmann-La Roche Ltd. et al.* and in related cases in various state courts.

* The Settling Defendants are Akzo Nobel Inc.; Bioproducts Incorporated, Mitsui & Co., Ltd. and Mitsui & Co. (U.S.A.), Inc.; Chinook Global Limited (f/k/a Chinook Group Ltd.) and Chinook Group, Inc.; means Evonik Degussa GmbH, successor to Degussa AG f/k/a Degussa-Hüls AG, and Evonik Degussa Corporation f/k/a Degussa Corporation and f/k/a Degussa-Hüls Corporation; Lonza AG; Merck KGaA, E. Merck and EM Industries, Inc. (n/k/a EMD Chemicals Inc.); Nepera, Inc.; Sumitomo Chemical America, Inc. and Sumitomo Chemical Co., Ltd.; Mitsubishi Tanabe Pharma Corporation (f/k/a Tanabe Seiyaku Company Ltd.) and Tanabe U.S.A., Inc.; UCB Pharma, Inc.; and, Vertellus Specialties Inc. (f/k/a Reilly Industries, Inc.) and Vertellus Chemicals SA (f/k/a Reilly Chemicals SA).

As required under the Multistate Settlement Agreement, plaintiffs submit for the Court's consideration the accompanying [Proposed] Initial Administrative Order. The proposed order has several provisions: *First*, it addresses captioning, directing that papers in this action carry the MDL caption and that they be filed in the master file for *In re Vitamins Antitrust Litigation*, MDL No. 1285, Misc. No. 99-197 (TFH). *Second*, it clarifies that the MDL Order on pro hac vice practice before this Court will apply in this action. *Third*, it appoints the Attorney General for the State of New York or his designee as Settling States' Liaison Counsel. *Fourth*, it provides that the Settling Defendants may participate in the approval process without waiving personal jurisdiction and venue defenses. *Fifth*, it schedules the filing of plaintiffs' motion for preliminary approval of the Multistate Settlement Agreement and sets a hearing on that motion. Plaintiffs respectfully submit that these administrative directions will bring early efficiencies to the conduct of this action.

The defendants consent to entry of the proposed order.

Respectfully submitted,

David Boies III
dboies@strauss-boies.com
Timothy D. Battin (D.C. Bar 436303)
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By: _____
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Antitrust Bureau
120 Broadway, 26th Fl.
New York, N.Y. 10271
(212) 416-8267

*Proposed Liaison Counsel for the Settling
States*

Dated: _____, 2009

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

----- x

In re : MDL No. 1285
Misc. No. 99-197 (TFH)
VITAMINS ANTITRUST LITIGATION. :

----- x

This Document Relates To: :
PHILIP RICHARDSON et al., : D.D.C. No. 09 Civ. _____ (TFH)
Plaintiffs, :
- against - :
AKZO NOBEL INC. et al., :
Defendants. :

----- x

[PROPOSED] INITIAL ADMINISTRATIVE ORDER

Upon plaintiffs’ request and the entire record herein, and good cause having been shown, it is this ____ day of _____, 2009,

ORDERED that papers in the newly-filed action *Richardson v. Akzo Nobel, Inc.*, D.D.C. No. 09 Civ. _____ (TFH) (the “*Richardson* Action”), should be captioned in the manner in which this Order is captioned; and it is further

ORDERED that this Order be entered on the docket of the *Richardson* Action and filed in the master file for *In re Vitamins Antitrust Litigation*, MDL No. 1285, Misc. No. 99-197 (TFH), and that henceforth any papers in the *Richardson* Action are to be filed only in the master file for *In re Vitamins Antitrust Litigation*; and it is further

ORDERED that the stipulation filed, filed and entered as an Order in *In re Vitamins Antitrust Litigation* on December 7, 2000, Docket No. 1491, will regulate the practice in the *Richardson* Action of attorneys who are not members of the Bar of this Court. For the avoidance of doubt, in keeping with the thrust of Rule 1.4 of the Rules of the Judicial Panel on Multidistrict Litigation, counsel registered for electronic filing and participating pro hac vice need not associate local counsel and the local counsel requirement of Local Civ. R. 83.2(c)(1) is dispensed with; and it is further

ORDERED that the Attorney General of New York or his designee is appointed Settling States' Liaison Counsel, and may sign papers and address the Court on behalf of the Plaintiff States when so authorized by the Plaintiff States; and it is further

ORDERED that the date by which defendants which appear in the action without service of process ("Appearing Defendants") are to respond to the complaint will be set by future order. In the interim, counsel for Appearing Defendants may participate in the action without prejudice to their clients' Fed. R. Civ. P. 12(b)(2)-(3) personal jurisdiction and venue defenses; and it is further

ORDERED that plaintiffs are to file their motion for preliminary approval of the Multistate Settlement Agreement within twenty days of entry of this Order, and that a hearing on that motion will be held on in Courtroom 25A on _____, 2009, at ____ A.M./P.M.

SO ORDERED.

Hon. THOMAS F. HOGAN
Senior United States District Judge

EXHIBIT F

Summary Notice

EXHIBIT G

Long-Form Notice

NOTICE OF CLASS ACTION SETTLEMENT

**If You Purchased Certain Vitamin Products between
1988 and 2000**

Your Rights May Be Affected By A Class Action Settlement

- A Proposed Settlement of a class action lawsuit on behalf of indirect purchasers of certain vitamin products is pending in the U. S. District Court for the District of Columbia. Indirect purchasers are persons or entities that purchased the products from any entity other than the manufacturer.
- Anyone that resides in the states below who indirectly purchased vitamin products manufactured or sold by any of the Defendants or their co-conspirators at any time during the “Relevant Period” defined below (generally between January 1, 1990 and December 31,1999) may be a Class Member:

Arizona, District of Columbia, Florida, Hawaii, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia and Wisconsin (“Settling States”).

- The Proposed Settlement resolves several lawsuits alleging that the Settling Defendants and others conspired to a.) fix, raise, maintain or stabilize the prices of certain Vitamin Products and/or b.) allocate volumes, markets or customers for certain Vitamin Products. This is the second Settlement arising from the conduct alleged by plaintiffs. The “Previous Settlement” involved other defendants.
- The Vitamin Products are: vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B3 (niacin), vitamin B4 (choline chloride), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E, and vitamin H (biotin). Also included are all blends and forms of these vitamins as well as Premix, vitamins in combination with other substances. These products were manufactured or sold by the Settling Defendants (See Question xx for a list).
- Commercial entities may be able to make claims for money. All other funds will be allocated to government entities or charitable causes to improve people’s health or nutrition, to advance the science of nutrition or diet, and to serve the goal of promoting free competition to advance consumer welfare.

Your Legal Rights Are Affected Even if You Do Not Act.
Read This Notice Carefully.

Your Legal Rights and Options in this Settlement:		
YOU MAY		DATE
Remain A Member of Class or Classes	If you have no plans to take further action against Settling Defendants and wish to remain in the Class, you need not do anything.	N/A
Remain and Go to the Hearing	Request to speak in Court about the Proposed Settlement at the Final Approval Hearing.	TBD
Exclude Yourself From the Proposed Settlement	You must exclude yourself from the Proposed Settlement if you wish to retain the right to sue the Settling Defendants on an individual basis regarding the claims in this case.	TBD

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BASIC INFORMATION

1. Why did I get this Notice?

You were mailed this because you were identified as a potential Class Member, or you requested this Notice after seeing the Publication Notice in a magazine or newspaper, or you made yourself known to the settlement administrator in connection with the Previous Settlement. This Notice provides information on all of your available options before the Court decides whether to approve the Proposed Settlement. The name of the Class Action is in *In re Vitamins Antitrust Litigation (Richardson et al. v. Akzo Nobel Inc. et al.)*, MDL No. 1285, Misc. No. 99-197 (TFH), in the United States District Court for the District of Columbia (“Class Action”).

If the Court grants final approval, and after all objections and appeals are resolved, the Proposed Settlement will be final. Commercial Class Members who file valid claims may receive money from the portion of the Settlement Fund allocated to Commercial claims. The portion of the Proposed Settlement Fund allocated for consumers will be distributed to various governmental or not-for-profit organizations on what is called a *cy pres* basis or as otherwise directed by the Court.

This Notice explains the Lawsuit, the Proposed Settlement and its benefits, eligibility for the Proposed Settlement benefits and your legal rights.

2. What is the Lawsuit about?

The Lawsuit claims that the Settling Defendants injured indirect purchasers through a price-fixing conspiracy that raised prices of certain Vitamin Products. Indirect purchasers buy from persons or entities other than Settling Defendants or their co-conspirators.

The Lawsuit claims that from January 1, 1988 and continuing until at least December 31, 1999 (the “Class Period”) these Settling Defendants, along with their co-conspirators, conspired to fix the prices of and to allocate markets for certain Vitamin Products. For certain Vitamin Products the allegations begin an end on different dates.

The Settling Defendants are Akzo Nobel Inc.; Bioproducts Incorporated, Mitsui & Co., Ltd. and Mitsui & Co. (U.S.A.), Inc.; Chinook Global Limited (f/k/a Chinook Group Ltd.) and Chinook Group, Inc.; Evonik Degussa GmbH, successor to Degussa AG f/k/a Degussa-Hüls AG, and Evonik Degussa Corporation f/k/a Degussa Corporation and f/k/a Degussa-Hüls Corporation; Lonza AG; Merck KGaA, E. Merck and EM Industries, Inc. (n/k/a EMD Chemicals Inc.); Nepera, Inc.; Sumitomo Chemical America, Inc. and Sumitomo Chemical Co., Ltd.; Mitsubishi Tanabe Pharma Corporation (f/k/a Tanabe Seiyaku Company Ltd.) and Tanabe U.S.A., Inc.; UCB Pharma, Inc.; and, Vertellus Specialties Inc. (f/k/a Reilly Industries, Inc.) and Vertellus Chemicals SA (f/k/a Reilly Chemicals SA). The Settling Defendants and their affiliates are the “Released Parties.”

Settling Defendants deny any wrongdoing and have entered into the Proposed Settlement only to avoid further expense, inconvenience and risk of litigation.

3. What are the Vitamin Products?

Vitamin Products are: vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B3 (niacin), vitamin B4 (choline chloride), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamin pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E, and vitamin H (biotin), as well as all blends and forms of the foregoing. Also included is Premix, which is a product that contains one or more Vitamin Products in combination with other substances. These Vitamins Products are then incorporated into other products such as vitamin tablets, processed foods, animal feed and cosmetic products. Thus if you have purchased any product formulated or created in part through the use of Vitamins Products, and did not purchase that product directly from the Settling Defendants or their alleged co-conspirators, you may be a member of the Settlement Classes.

4. Why is this a class action?

The Court has made a preliminary determination that class action treatment is an aspect of the best way to fairly and efficiently settle the matters in controversy. In this case, indirect purchasers of Vitamin Products (the “Class Members”) make the same factual allegations. In addition, many Class Members are small entities or individuals. Without this Class Action, they could not afford the cost of litigation on their own and would likely be forced to abandon their claims.

In a class action, one or more persons, called class representatives, sue on behalf of all others similarly affected by the alleged injustice. All persons with similar claims become class members. The issues raised by the class representatives and their attorneys are resolved on behalf of all class members by one court. All persons who have become class members are bound by the court’s final decision, except for those who properly exclude themselves from the class.

5. Why is there a Proposed Settlement?

This settlement was the result of extensive good-faith negotiations between the plaintiffs and the defendants. The Proposed Settlement concludes litigation but is not the result of a court ruling in favor of either plaintiffs or defendants. The Proposed Settlement enables both parties to avoid the cost and risk of a trial, and ultimately establish a just, fair and final resolution that is best for all involved.

In this Lawsuit, the Class Representatives and their attorneys, and (in respect of the Consumer Settlement Class) the Attorneys General of the Settling States, have determined that the Proposed Settlement is in the best interests of all Class Members. The Settling Defendants are released from any liability arising from the claims in this Lawsuit. This means Class Members cannot sue them for the same claims if the Proposed Settlement is approved.

6. How do I know if I am included in the Proposed Settlement?

You are included in the Proposed Settlement if you are a member of either or both of the Classes defined below.

The **Consumer Settlement Class** includes:

All persons who (a) reside in a Settling State; and (b) indirectly purchased Vitamin Products for use or consumption and not for resale from within one or more Settling States at any time during the Relevant Period.

The **Commercial Settlement Class** includes:

All persons or entities that made any Qualifying Purchases at any time during the Relevant Period.

“Qualifying Purchase” means a purchase made during the Relevant Period of Vitamin Products for resale, for incorporation into another product or products for resale or other commercial use, or for use in the manufacture, processing, or development of another product (including the feeding of an animal) for resale or other commercial use, where such purchase was:

- (a) by a purchaser in any Settling State (other than Hawaii); or
- (b) from a seller in any Settling State (other than Hawaii); or
- (c) delivered by or on behalf of the seller to the purchaser in an Settling State (other than Hawaii) if the purchaser’s principal place of business was in that Settling State; and

Provided that:

- (a) such purchase was not a purchase of any Vitamin Products made directly from a manufacturer of the Vitamin Products; and
- (b) such purchase was not a California Purchase as defined below; and
- (c) any claims arising from such purchase are not already subject to settlement or res judicata in respect of any of the Settling Defendants.

NOTE TO HAWAII PURCHASERS: A Qualifying Purchase includes a purchase of Indirect Vitamin Products by a purchaser in Hawaii from a seller in a Settling State.

“*California Purchase*” means a purchase during the period January 1, 1990 through December 31, 1999 of Vitamin Products for resale, for incorporation into another product or products for resale, or for use in the manufacture, processing or development of another product (including the feeding of an animal) for resale, where such purchase was:

- (a) by a purchaser in the State of California; or
- (b) from a seller in the State of California; or
- (c) delivered by or on behalf of the seller to the purchaser in the State of California if the purchaser’s principal place of business was in the State of California.

“Relevant Period” means January 1, 1990 through December 31, 1999 unless otherwise noted in Section VI of the Proof of Claim form available at www.WEBSITE.COM.

The Settling States are:

Arizona, District of Columbia, Florida, Hawaii, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia and Wisconsin.

For the purposes of this settlement, Class Members in the Consumer Settlement Class include consumers represented by the Settling States.

(Government entities and all companies which manufacture vitamins, including the Settling Defendants and their affiliates, are excluded from the Classes.)

A purchase is a direct purchase (and not an indirect purchase covered by the Proposed Settlement) if it was made directly from an affiliate of one of the following companies: AKZO Nobel (Vitamin B4 (Choline Chloride)); Aventis (Premix, Vitamin A, Vitamin B12 (Cyanocobalamine Pharma), Vitamin E); BASF (Astaxanthin, Beta-Carotene, Canthaxanthin, Premix, Vitamin A, Vitamin B2 (Riboflavin), Vitamin B4 (Choline Chloride), Vitamin B5 (Calpan), Vitamin C, Vitamin E); Bioproducts (Vitamin B4 (Choline Chloride)); Chinook (Vitamin B4 (Choline Chloride)); Daiichi (Vitamin B5

(Calpan), Vitamin B6); DuCoa-DCV (Vitamin B4 (Choline Chloride)); Degussa (Vitamin B3 (Niacin and niacinamide)); Eisai (Vitamin E); E-Merck (Vitamin C, Vitamin H (Biotin)); Kongo (Vitamin B9 (Folic Acid)); Lonza (Vitamin B3 (Niacin and niacinamide), Vitamin H (Biotin)); Nepera (Vitamin B3 (Niacin and niacinamide)); Reilly (Vitamin B3 (Niacin and niacinamide)); Roche (Astaxanthin, Beta-Carotene, Canthaxanthin, Premix, Vitamin A, Vitamin B1 (Thiamin), Vitamin B2 (Riboflavin), Vitamin B5 (Calpan), Vitamin B6, Vitamin B9 (Folic Acid), Vitamin C, Vitamin E, Vitamin H (Biotin)); Sumitomo (Vitamin H (Biotin)); Takeda (Vitamin B1 (Thiamin), Vitamin B2 (Riboflavin), Vitamin B6, Vitamin B9 (Folic Acid), Vitamin C); Tanabe (Vitamin H (Biotin)); UCB (Vitamin B4 (Choline Chloride)); Yodogawa/Sumika (Vitamin B9 (Folic Acid)).

BENEFITS OF THE SETTLEMENT – WHAT YOU GET

7. What does the Proposed Settlement provide?

The Defendants have agreed to establish a Settlement Fund worth \$25.03 million. Commercial Class Members may make a claim to obtain money from the commercial portion of the Fund. Claim procedures are outlined in detail at www.WEBSITE.COM.

Due to the extraordinary size of the Consumer Settlement Class, Consumer Class Members will not be able to file claims. A Consumer Settlement Fund will be distributed to governmental or not-for-profit organizations approved by the Court.

REMAINING IN THE CLASS

8. What Am I Giving Up If I Do Nothing And Stay In The Class?

If you do nothing, you will be included in the Class. The terms and conditions of the Proposed Settlement will apply to you and you will not be able to pursue any other lawsuit against the Settling Defendants based on the underlying allegations.

If the Proposed Settlement is approved, Plaintiffs will dismiss the Lawsuits. In other words, those claims will be “released.”

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

9. How do I exclude myself from the Proposed Settlement?

If you exclude yourself you may pursue or continue to pursue a claim against the Settling Defendants if you have one. If you are a member of both Classes, you can exclude yourself from one or both.

To be excluded from the Proposed Settlement, you must write a letter or similar document stating your desire to be excluded. You **must** personally sign the exclusion request. You cannot be excluded by phone or e-mail.

This written request for exclusion must be mailed and **postmarked no later than Month Date Year** to: Vitamins Settlement Administrator, P.O. Box XXX, City State Zip.

Before mailing, ensure the following has been included:

- Your name, address, telephone number;
- Which Classes -- Consumer, Commercial, or both -- you are opting out of; and
- Whether an attorney represents you other than the Class Counsel and if so, the name, address, and telephone number of your attorney.

If you exclude yourself from the Consumer Settlement Class, you also exclude yourself from the representation of consumers by the Settling States.

If you exclude yourself, you cannot object to the Proposed Settlement because you are no longer a Class Member. The Lawsuit will have no binding effects on you once you are excluded from the Class.

10. If I do not exclude myself, can I still pursue a claim against the Settling Defendants based upon similar legal allegations at a later date?

No. The only way to start or continue any other lawsuit based on the claims alleged in this Class Action is to exclude yourself. Otherwise, if the Proposed Settlement is finally approved, you give up the right to pursue the same claims against the Settling Defendants.

COMMENTING ON THE PROPOSED SETTLEMENT

11. What is the difference between objecting to the Proposed Settlement and excluding myself from the Proposed Settlement?

You object to the Proposed Settlement when you wish to remain a Class Member but disagree with some aspect of the Proposed Settlement. An objection allows your views to be heard by the Court. In contrast, exclusion means that you no longer wish to be a Class Member and do not want to be subject to the Proposed Settlement's terms and conditions. Commercial Class Members who exclude themselves cannot receive money from the settlement funds. Once excluded, you lose any right to object to any aspect of the Proposed Settlement because the case no longer affects you.

12. What if I want to comment on the Proposed Settlement?

If you have comments about, or disagree with, any aspect of the Proposed Settlement, you may write to the Court. The written response should include your name, address, telephone number and a brief explanation of your reasons for objection. The document **must** be signed to ensure the Court's review.

The response must be mailed to the Settlement Administrator, Lead Class Counsel and Defense Liaison Counsel at the addresses listed below. The response must be postmarked no later than **Month Date Year**.

You do not have to appear personally in court. **Please do not send written responses to the Court or the Clerk's office.**

SETTLEMENT ADMINISTRATOR	PLAINTIFFS' LEAD COUNSEL	DEFENSE LIAISON COUNSEL
Garden City Group [address]	David Boies III Straus & Boies, LLP 4041 University Dr., 5th Fl. Fairfax, Va. 22030	Michael O. Ware Mayer Brown LLP 1675 Broadway New York, N.Y. 10019

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer representing my interests in this case?

Straus & Boies, LLP, appointed as lead counsel by the Court, represents you and the other Class Members. Straus & Boies, LLP, along with co-counsel ("Class Counsel"), has prosecuted this action and related state court actions on behalf of the Class Representatives and the Class Members for the past nine years. The Attorneys General of the Settling States are also parties to the action on behalf of consumers in their respective states. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be compensated?

No part of the \$25.03 million Settlement Fund will be paid as compensation to Class Counsel. Instead, the Settling Defendants have agreed to pay, over and above the amounts they are paying into the Settlement Fund, any attorneys' fees the Court may award so long as the award does not exceed 16.67 % of the total of the Settlement Funds plus the fee award. Class Counsel will apply to the Court for an award of attorneys' fees, up to the amount that the Settling Defendants have agreed to pay, and will also request reimbursement of litigation expenses from the Settlement Fund. The Court, at its discretion, may award attorneys' fees and expenses without further notice to the Class Members. Again, if you choose to hire your own attorney, you will be responsible for that attorney's fees and expenses.

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide on whether to grant final approval of the Proposed Settlement?

The Court will hold a Final Approval Hearing on _____, 2009, at _____, to consider whether the Proposed Settlement is fair, reasonable, and adequate. At the hearing, the Court will be asked to approve the Proposed Settlement and to award attorneys' fees and expenses. If comments or objections have been received, the Court will consider them as well.

Note: The hearings may be postponed to a different date without additional notice. Updated information will be posted on the Vitamins Settlement Web site:

16. Must I attend the Final Approval Hearing?

Attendance is not required, even if you mailed a written comment or objection. Class Counsel is prepared to answer the Court's questions on your behalf. If you or your personal attorney still want to attend the hearing, you may do so at your own expense. However, it is not necessary that either of you attend. As long as your comment or objection was postmarked before the deadline the Court will consider it.

17. May I speak at the Final Approval Hearing?

To speak at the Final Approval Hearing, you must send a letter or similar document to the Claims Administrator, Plaintiffs' Lead Counsel, and Defense Liaison Counsel, at the three addresses listed in question 12 above. The letter or similar document must specify that it be considered your "Notice of Intention to Appear." It also must include your name, address, telephone number, and signature. Your "Notice of Intention to Appear" **must** be postmarked no later than **Month Date, Year**. You cannot speak at the hearing if you asked to be excluded from the Settlement Class. **Please do not send your request to the Clerk's office or the Court.**

GETTING MORE INFORMATION

18. Are there more details available about the Proposed Settlement?

This notice is only a summary of the Proposed Settlement. You can get a copy of the full Settlement Agreement and more detailed information including how to make a Claim on the Commercial Fund by visiting www.WEBSITE.com, calling 1-800-555-5555 or writing to Vitamins Settlement Administrator, P.O. Box XXX, City State Zip. **Please do not contact the Court.**

EXHIBIT H
Proof of Claim Form

**INDIRECT VITAMIN PRODUCTS COMMERCIAL SETTLEMENT
PROOF OF CLAIM AND RELEASE**

IF THE SETTLEMENT ADMINISTRATOR DOES NOT RECEIVE YOUR PROOF OF CLAIM BY _____, 2009 YOUR CLAIM WILL BE UNTIMELY AND MAY BE REJECTED AND YOU MAY BE PRECLUDED FROM SHARING IN THE COMMERCIAL SETTLEMENT FUND. DO NOT MAIL OR DELIVER YOUR PROOF OF CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL.

PLEASE BE ADVISED THAT IT IS IMPOSSIBLE TO DETERMINE HOW MUCH ANY PARTICULAR CLAIM IS WORTH UNTIL ALL CLAIMS HAVE BEEN SUBMITTED TO THE SETTLEMENT ADMINISTRATOR BECAUSE THE VALUE OF EACH CLAIM DEPENDS UPON, AMONG OTHER FACTORS, THE TOTAL NUMBER OF CLAIMS SUBMITTED AND THE RELATIVE VALUE OF THOSE CLAIMS. VERY SMALL CLAIMS RELATIVE TO THE COST OF ADMINISTERING THEM MAY ULTIMATELY BE DISALLOWED BY THE SETTLEMENT ADMINISTRATOR PURSUANT TO A COURT APPROVED PLAN OF DISTRIBUTION. FOR ADDITIONAL INFORMATION, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR OR PLAINTIFFS' LEAD COUNSEL AT THE ADDRESSES LISTED BELOW.

DIRECTIONS

1. This form (other than signatures) **MUST BE TYPED OR PRINTED AND YOU MUST ANSWER FULLY ALL PARTS OF THIS FORM.**
2. Before completing and mailing this Proof of Claim, you should read and be familiar with the accompanying Notice of Class Action Settlement (the "Notice"). By submitting this Proof of Claim, you acknowledge that you have read and understand the Notice.
3. If you submitted a Proof of Claim in the Previous Settlement mentioned in the Notice and are satisfied with that Proof of Claim, you do not have to complete this form and the Settlement Administrator will calculate any award on the basis of your previous Proof of Claim.
4. To be eligible to share in the Commercial Settlement fund, you must have made a Qualifying Purchase of certain products comprised of or containing Vitamin Products during certain specified periods from January 1988 through December 31, 2000. If you did so, you may be a member of the Commercial Settlement Class and may be entitled to submit a claim to share in the Commercial Class Settlement fund.

5. Complete *Section I: General Information* by providing information about your business. Please complete a separate Proof of Claim for each entity that made a Qualifying Purchase.
6. Read and become familiar with *Section II: Qualifying Purchases*. This section provides a brief description of the claim process and the documentation you must submit in addition to this Proof of Claim. No more than one claim may be made for any single Qualifying Purchase.
7. Read and become familiar with *Sections III, IV, and V*, each of which explains important information concerning your rights to participate in this settlement.
8. For each Indirect Vitamin Product (as that term is defined in the Notice and in Section II of this Proof of Claim) for which you are making a claim, provide the information requested in *Section VI: Statement of Claim*. Please note that claimed purchases should reflect the actual purchase price you paid -- the purchase price excluding sales tax and freight or delivery charges. Also, please note that you must provide copies (you should not send originals) of documentation to support all claimed purchases (such as invoice(s) and/or purchase order(s)).
9. Carefully read *Section VII: Certification*, provide the requested information, and execute in the presence of a notary public.
10. Attach copies of invoice(s), purchase order(s), or other proofs of purchases to the Proof of Claim.
11. It is recommended that you retain a photocopy of your completed Proof of Claim.
12. **Mail complete and notarized Proof of Claim with attached supporting documentation, so that the Settlement Administrator receives it no later than _____, _____, to: Settlement Administrator, Box 111, _____, _____XXXX.**
13. If you have any questions concerning this form, contact **[insert contact information for Settlement Administrator]**. DO NOT CONTACT THE COURT.

I. GENERAL INFORMATION

A. Indicate below the full name of the person or entity on behalf of whom this Proof of Claim is being completed (the "Claimant") and that person or entity's current mailing address and telephone number.

Claimant Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Area Code Telephone No.

Area Code Telephone No.

Correspondence concerning this Proof of Claim will be directed to the mailing address provided above unless a different address is specified in Part D below. (If your address changes subsequent to submitting this Proof of Claim, you must immediately notify the Settlement Administrator in writing of such change.)

B. Claimant is a/an (check one):

___ Corporation ___ Executor ___ Individual

___ Partnership ___ Trustee in Bankruptcy ___ Trust

___ Other (identify and provide the name and address of the person on behalf of whom you are acting)

C. Claimant's principal place of business is located in: _____

D. Claimant's headquarters are located in: _____

E. Other states where Claimant is located: _____

F. Claimant's Taxpayer Identification Number:

____ - _____
Taxpayer Identification Number
(for entities other than individuals)

Social Security Number
(for individuals)

G. Indicate below the name of the person to be contacted concerning this Proof of Claim, and that person's address and telephone number.

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Area Code

Telephone No.

Area Code

Telephone No.

H. Other names used by the person or entity filing this claim: If at the time of any purchase claimed below, Claimant used a business or trade name or was located at an address other than the name and address provided above, indicate each such name and/or address below as well as the dates during which each was applicable

Business or Trade Name(s)	Location(s)	Year(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I. If Claimant acquired the rights that are the basis for the claim asserted herein from some other person or entity, explain the legal basis for your derivative rights and attach documentation evidencing such rights.

II. QUALIFYING PURCHASES

Distributions from the Commercial Settlement Fund will be based on each claimant's Qualifying Purchases of Indirect Vitamin. The amount of each claimant's Qualifying Purchases shall be determined by the Settlement Administrator based largely on information and documentation provided by the claimant. The Settlement Administrator, PLC and the Settling Defendants shall have the right to require additional proof relating to claims and, as provided in the Settlement Agreement, the Settlement Administrator may adjust the value of any claims according to said information obtained from the claimants and/or third party sources. The Settlement Administrator will calculate the portion of the purchase price of each Qualifying Purchase that is attributable to component Vitamin Products by applying to each claim the relevant multipliers shown on the schedule to Exhibit H to the Multistate Settlement Agreement. Each claimant is required to classify each purchase to one of the categories identified in Section VI of this Proof of Claim.

On each Schedule on which you provide information, state the amount, calculated in dollars, of your Qualifying Purchases of the relevant Indirect Vitamin Product. Claimed purchases should reflect the actual purchase price you paid excluding sales taxes and freight or delivery charges. You must provide copies of documentation supporting all claimed purchases (such as excerpts from accounting books and records, including, for example, invoices and/or purchase orders). Such documentation must include evidence that the claimed purchase is a "Qualifying Purchase," as defined below.

For purposes of this Proof of Claim:

- "Qualifying Purchase" means a purchase during the Relevant Period of Indirect Vitamin Products for resale, for incorporation into another product or products for resale or other commercial use, or for use in the manufacture, processing, or development of another product (including the feeding of an animal) for resale or other commercial use, where such purchase was: (a) made by a purchaser in any Settling State¹; or (b) made from a seller in any Settling State; or (c) delivered by or on behalf of the seller to the purchaser in any Settling State if the purchaser's principal place of business was in that Settling State. A purchase is not a Qualifying Purchases if (a) it was made directly from a Vitamin Products manufacturer; (b) it is already subject to settlement or res judicata with respect to any of the Settling Defendants; or (c) it is a "California Purchase."

¹ The Settling States, for purposes of the Commercial Settlement Fund, are Arizona, the District of Columbia, Florida, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia and Wisconsin. NOTE TO HAWAII PURCHASERS: A Qualifying Purchase includes a purchase of Indirect Vitamins by a purchaser in Hawaii from a seller in a Settling State.

- “Vitamin Products” means: (i) the following vitamins and carotenoids: vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B3 (niacin and niaminicide), vitamin B4 (choline chloride), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E, and vitamin H (biotin), as well as blends and forms of the foregoing, and (ii) any product that contains one or more Vitamin Products in combination with other substances (such as other active ingredients or dilution agents) and is or was sold by a Settling Defendant as a premixed formulation (“Premix”).
- “Indirect Vitamin Products” means any one or more Vitamin Products, products containing Vitamin Products, and products constituted of (in whole or in part) or derived from animals that consumed Vitamin Products or products containing Vitamin Products and not purchased from a manufacturer of such products.
- “Relevant Period” means January 1, 1990 through December 31, 1999 unless otherwise noted in Section VI of this Proof of Claim.
- “California Purchase” means: a purchase during the Relevant Period of Indirect Vitamin Products for resale, for incorporation into another product or products for resale, or for use in the manufacture, processing or development of another product (including the feeding of an animal) for resale, where such purchase was: (a) made by a purchaser in the State of California; or (b) made from a seller in the State of California; or (c) delivered by or on behalf of the seller to the purchaser in the State of California if the purchaser’s principal place of business was in the State of California.
- NOTE TO HAWAII PURCHASERS: A Qualifying Purchase includes a purchase of Indirect Vitamins by a purchaser in Hawaii from a seller in a Settling State.

III. SUBMISSION TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

This Proof of Claim and Release is submitted on behalf of the claimant under the terms of the Multistate Settlement Agreement dated as of _____, 2009, and described in the Notice. By submitting a claim, a Claimant is attesting that the Claimant is a member of the Commercial Settlement Class or the transferee or assignee of, or the successor to, the claims of a member of the Commercial Settlement Class. By submitting a claim, the Claimant submits to the jurisdiction of the United States District Court for the District of Columbia (the “Court”) for purposes of enforcing the release Claimant must execute in connection with its claim and acknowledge that it will be bound by and subject to the terms of any orders or judgments that may be entered by the Court with

respect to the settlement of the claims of the Commercial Settlement Class, as described in the accompanying Notice. Claimant agrees to furnish additional information to the Settlement Administrator to support this claim if requested to do so. By submitting a claim, Claimant affirms that it has not submitted any other Proof of Claim for the purchases claimed herein (except in the Previous Settlement mentioned in the Notice) and it knows of no other person having done so on your behalf or on behalf of any other person or entity.

IV. RELEASE

By making a claim and not excluding itself from the Commercial Settlement Class and the Settlement Agreement, Claimant will (if the Court approves the Settlement) completely and forever release and discharge the Settling Defendants and related parties from all manner of claims, demands, actions, suits, and causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, (including costs, expenses, penalties and attorneys' fees), whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, statutory or common law, that any member of the Settlement Classes, whether directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, arising from the Alleged Conduct or from any conduct prior to the date hereof concerning the production, purchase, sale or pricing of Vitamin Products and any and all other vitamins or relating to any conduct alleged in the lawsuit, including, without limitation, any such claims that have been asserted or could have been asserted in the lawsuit against the Settling Defendants and related parties and/or any one of them.

Any portion of a claim that is based on a California Purchase is not (to that extent only) affected by the releases contained in the Settlement Agreement but was, as set forth in the Multistate Settlement Agreement, the subject of separate litigation in California that has already settled. The dismissal and release of claims contained in the Multistate Settlement Agreement does not release any claims arising under Section 1 of the Sherman Act based on direct purchases of Vitamin Products from any of the Settling Defendants or their affiliates. Moreover, the releases contained in the Settlement Agreement do not release or dismiss any claims alleging damages caused by the failure of any vitamin or vitamin premix to be safe and effective or alleging breach of contract claims or deceptive advertising unrelated to either the Alleged Conduct or to any other conduct alleged in the lawsuit, including, without limitation, personal injury claims or product defect claims.

V. SUCCESSORS TO THE CLAIMS OF VITAMIN PRODUCT SETTLEMENT CLASS MEMBERS

If the Claimant is the transferee or assignee of, or the successor to, the claims of a member of the Commercial Settlement Class, the Claimant must provide evidence of its entitlement to the claim and that evidence must accompany this Proof of Claim form. **DO NOT SEND ORIGINAL DOCUMENTS.**

VI. STATEMENT OF CLAIM**Human Pharma/Dietary Supplement**

Single Ingredient Vitamin Tablets – Niacin (1/1/1988 - 12/31/2000)	
Single Ingredient Vitamin Tablets – Biotin (1/1/1990 - 9/30/1996)	
Single Ingredient Vitamin Tablets – Vitamin C (1/1/1990 - 11/30/1996)	
Single Ingredient Vitamin Tablets – Vitamin E (1/1/1990 - 2/28/2000)	
Single Ingredient Vitamin Tablets – Vitamin B6 (1/1/1990 - 12/31/1995)	
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Niacin (1/1/1988 - 12/31/2000)	
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Biotin (1/1/1990 - 9/30/1996)	
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Vitamin C (1/1/1990 - 11/30/1996)	
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Vitamin E (1/1/1990 - 2/28/2000)	
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Vitamin B6 (1/1/1990 - 12/31/1995)	
Other Single Ingredient Vitamin Softgel Capsules – Niacin (1/1/1988 - 12/31/2000)	
Other Single Ingredient Vitamin Softgel Capsules – Biotin (1/1/1990 - 9/30/1996)	
Other Single Ingredient Vitamin Softgel Capsules – Vitamin C (1/1/1990 - 11/30/1996)	
Other Single Ingredient Vitamin Softgel Capsules – Vitamin E (1/1/1990 - 2/28/2000)	
Other Single Ingredient Vitamin Softgel Capsules – Vitamin B6 (1/1/1990 - 12/31/1995)	
Multivitamin Tablets	
Multivitamin Softgel Capsules purchased in bulk directly from the encapsulator	
Other Multivitamin Softgel Capsules	

Human Food/Beverage

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>
Baby food	
Breakfast cereal	
Vitamin-enhanced flour and bread	
Vitamin-enhanced juice and drink products	
Vitamin-enhanced milk	
Vitamin-enhanced rice and pasta	
Vitamin-enhanced weight loss products	

Animal Nutrition

<u>Type of Qualifying Purchase</u>	<u>Amount of Purchases (Dollar Value)</u>
Vitamin-enhanced Cattle Feed	
Vitamin-enhanced Cattle Feed – Base Mix Only	
Vitamin-enhanced Cattle Feed – Beef Feed	
Vitamin-enhanced Cattle Feed – Dairy Feed	
Vitamin-enhanced Cattle Feed – Energy Supplement Only	
Vitamin-enhanced Cattle Feed – Protein Supplement Only	
Vitamin-enhanced Poultry Feed	
Vitamin-enhanced Poultry Feed Broilers	
Vitamin-enhanced Poultry Feed Layers	
Vitamin-enhanced Poultry Feed Turkeys	
Vitamin-enhanced Complete Swine Feed	
Vitamin-enhanced Swine Feed Base Mix	
Vitamin-enhanced Pet Food Products	
Vitamin-enhanced Equine Feed	
Vitamin-enhanced Fish and Seafood Feed (for Salmon, Trout, Catfish and Shrimp)	
Live Cattle	
Live Chickens	
Live Turkeys	
Live Hogs	
Live Fish and Seafood (Salmon, Trout, Catfish and Shrimp)	
Wholesale Beef Products	
Wholesale Chicken Products	
Wholesale Turkey Products	

Wholesale Pork Products	
Wholesale Eggs	
Wholesale Milk – Bulk	
Wholesale Fish and Seafood Products (from Salmon, Trout, Catfish and Shrimp)	

Straight Bulk Vitamin Products

(not including purchases made directly from the manufacturer of the Vitamin Product as identified in Exhibit A to the Notice of Class Action Settlement)

<u>Vitamin Product/Relevant Period</u>	<u>Amount of Purchases (Dollar Value)</u>
Vitamin B3 (Niacin) (1/1/1988 - 12/31/2000)	
Vitamin B4 (Choline Chloride) (1/1/1988 - 12/30/1999)	
Vitamin B6 (Pyridoxine) (1/1/1990 - 12/31/1995)	
Vitamin C (1/1/1990 - 11/30/1996)	
Vitamin E (1/1/1990 - 2/28/2000)	
Vitamin H (Biotin) (1/1/1990 - 9/30/1996)	

Vitamin Premixes

(not including purchases made directly from the manufacturer of the Vitamin Product as identified in Exhibit A to the Notice of Class Action Settlement)

<u>Vitamin Product/Relevant Period</u>	<u>Amount of Purchases (Dollar Value)</u>
Vitamin premix for animal consumption (1/1/1990 - 12/31/1999)	
Vitamin premix for human consumption (1/1/1990 - 12/31/1999)	

Other

(If you have made a Qualifying Purchase that does not appear to correspond with any of the categories listed, you must provide a description of any such purchases in this chart.)

<u>Vitamin Product/Relevant Period</u>	<u>Amount of Purchases (Dollar Value)</u>

VII. CERTIFICATION

I hereby certify under penalty of perjury that:

A. The information provided in this Proof of Claim is true and correct to the best of my knowledge, information and belief;

B. The documents submitted in support of this Proof of Claim are true and authentic copies of original documents;

C. The claimant did not request to be excluded from the Commercial Settlement Class and is either (i) a member of the Commercial Settlement Class or (ii) the successor, assignee or transferee of the claim of a member of the Commercial Settlement Class that did not request to be excluded from the Commercial Settlement Class;

D. This Proof of Claim is based only upon actual Qualifying Purchases of Indirect Vitamin Products during the Relevant Period and does not include (i) Vitamin Products purchased directly from one or more of the entities identified in paragraph 6 of the Notice, or (ii) Vitamin Products purchased by a purchaser in the State of California or from a seller in the State of California, or delivered by or on behalf of the seller to the purchaser in the State of California if the purchaser’s principal place of business was in the State of California.

E. This Proof of Claim constitutes the only claim being made by the Claimant in connection with the Commercial Settlement for the Qualifying Purchases on which this Proof of Claim is based, and the Claimant does not know of (i) any other claim being submitted for the same purchases by any other person or entity or (ii) any other person or entity who may have any right to submit a claim with respect thereto;

F. This Proof of Claim has been prepared in accordance with the instructions set forth above;

G. The claimant is not a Released Party, as described herein and in the Notice;

H. The claimant has not settled and released its claims against any of the Released Parties separate from the settlement and releases provided for by the members of the Commercial Settlement Class pursuant to the Settlement Agreement; and

I. The claimant has not transferred or otherwise assigned its claims based on Qualifying Purchases of Indirect Vitamin Products against any of the Released Parties.

This Certification must be executed before a Notary Public by an executive officer if the claimant is a corporation, by a partner if the claimant is a partnership, or by the owner if the claimant is a proprietorship.

Dated: _____
Signature

Print Name

Title

Sworn and subscribed me this

___ day of _____, 2009

Notary Public

My Commission Expires:

Schedule to Exhibit H to Multistate Settlement Agreement
VITAMIN CONTENT PERCENTAGES

This schedule contains percentages used to calculate the purchase price of each Qualifying Purchase that is attributable to component Vitamin Products.

<u>Products Purchased by Commercial Settlement Class</u>	Vitamin Content Percentage
<u>Straight Bulk Vitamins</u>	
Niacin	100.000
Choline Chloride	100.000
Biotin	35.538
Vitamin C	4.935
Vitamin E	0.080
Vitamin B6	0.480
<u>Premixes</u>	
Vitamin Premixes (Animal)	16.495
Vitamin Premixes (Human)	3.135
<u>Animal Nutrition Channel</u>	
Vitamin-enhanced Cattle Feed	0.108
Vitamin-enhanced Cattle Feed – Base Mix Only	0.590
Vitamin-enhanced Cattle Feed – Beef Feed	0.086
Vitamin-enhanced Cattle Feed – Dairy Feed	0.065
Vitamin-enhanced Cattle Feed – Energy Supplement Only	0.118
Vitamin-enhanced Cattle Feed – Protein Supplement Only	0.236
Vitamin-enhanced Poultry Feed	0.871
Vitamin-enhanced Poultry Feed Broilers	0.905
Vitamin-enhanced Poultry Feed Layers	0.674
Vitamin-enhanced Poultry Feed Turkeys	1.052
Vitamin-enhanced Complete Swine Feed	1.533
Vitamin-enhanced Swine Feed Base Mix	12.284
Vitamin-enhanced Pet Food Products	0.092
Vitamin-enhanced Equine Feed	0.092
Vitamin-enhanced Fish and Seafood Feed (for Salmon, Trout, Catfish, and Shrimp)	0.599
Live Cattle	0.018
Live Chickens	0.434
Live Turkeys	0.721
Live Hogs	0.727
Live Fish and Seafood (Salmon, Trout, Catfish, and Shrimp)	0.251

Wholesale Beef Products	0.016
Wholesale Chicken Products	0.363
Wholesale Turkey Products	0.626
Wholesale Pork Products	1.060
Wholesale Eggs	0.238
Wholesale Milk – Bulk	0.031
Wholesale Fish and Seafood Products (from Salmon, Trout, Catfish, and Shrimp)	0.165
<u>Human Food/Beverage Channel</u>	
Baby Food	0.026
Breakfast Cereal	0.049
Vitamin-enhanced Flour and Bread Products	0.131
Vitamin-enhanced Juice and Drink Products	0.040
Vitamin-enhanced Milk	0.018
Vitamin-enhanced Rice and Pasta	0.131
Vitamin-enhanced Weight Loss Products	0.694
<u>Human Pharma/Dietary Supplements Channel</u>	
Single Ingredient Vitamin Tablets – Niacin	44.900
Single Ingredient Vitamin Tablets – Biotin	15.992
Single Ingredient Vitamin Tablets – Vitamin C	2.221
Single Ingredient Vitamin Tablets – Vitamin E	0.036
Single Ingredient Vitamin Tablets – Vitamin B6	0.216
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Niacin	78.000
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Biotin	27.720
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Vitamin C	3.849
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Vitamin E	0.063
Single Ingredient Softgel Capsules purchased in bulk directly from the encapsulator – Vitamin B6	0.374
Other Single Ingredient Vitamin Softgel Capsules – Niacin	50.000
Other Single Ingredient Vitamin Softgel Capsules – Biotin	17.769
Other Single Ingredient Vitamin Softgel Capsules – Vitamin C	2.467
Other Single Ingredient Vitamin Softgel Capsules – Vitamin E	0.040
Other Single Ingredient Vitamin Softgel Capsules – Vitamin B6	0.240
Multivitamin Tablets	2.071
Multivitamin Softgel Capsules purchased in bulk directly from the encapsulator	3.216
Other Multivitamin Softgel Capsules	2.251

EXHIBIT I

Form of Dismissal Motion
Papers for the Action
in Puerto Rico

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
CENTRO JUDICIAL DE SAN JUAN
SALA SUPERIOR

HON. ANGEL ROTGER SABAT, EN
NOMBRE DEL ESTADO LIBRE
ASOCIADO DE PUERTO RICO Y EN
NOMBRE DE LOS CIUDADANOS DEL
ESTADO LIBRE ASOCIADO DE PUERTO
RICO EN SU CAPACIDAD DE PARENS
PATRIAE

Demandantes,

v.

F. HOFFMAN-LA ROCHE, LTD.,
HOFFMAN-LA ROCHE, INC.,
ROCHE VITAMINS, INC., RHONE-
POULENC, S.A., PHONE-POULENC
ANIMAL NUTRITION, INC.,
RHONE-POULENC, INC., BASF A.G.,
BASF CORPORATION, LONZA, INC.,
LONZA A.G., CHINOOK GROUP, LTD.,
CHINOOK GROUP, INC., COPE
INVESTMENTS LTD., DUCOA L.P., DCV, INC.
JOHN KENNEDY,
ROBERT SAMUELSON,
LINDEL HILLING, J.L.,
"PETE" FISHER, ANTONIO FELIX,
RUSS COSBURN, PETER COPLAND
PATRICK STAYNOR, BIOPRODUCTS,
EISAI, INC., EISAI USA, INC., EISAI, INC.,
TAKEDA CHEMICAL INDUSTRIES, LTD.,
TAKEDA USA, INC., MERCK KGAA, E.
MERCK, EM INDUSTRIES, INC.,
DEGUSSA CORPORATION, DEGUSSA AG,
REILLY INDUSTRIES, INC., REILLY
CHEMICALS, S.A.

Demandados.

CIVIL NÚM.: KAC2000-1881 (507)

SOBRE:

ACCIÓN PARENS PATRIAE
DAÑOS Y PERJUICIOS
LEY ANTIMONOPOLIOS.

MOCIÓN DE DESISTIMIENTO CON PERJUICIO DE RECLAMACIÓN

AL HONORABLE TRIBUNAL:

COMPARECE el Estado Libre Asociado De Puerto Rico (el “ELA”), por si y en representación de los ciudadanos del ELA en su capacidad de *parens patriae*, y de conformidad con la Regla 39.1 (b) de Procedimiento Civil, respetuosamente, solicita la desestimación y archivo con perjuicio de la presente acción contra algunas de las partes demandadas. En apoyo de la misma expone, alega y solicita:

1. La presente es una acción incoada por el entonces Secretario de Justicia del ELA, Ángel Rotger Sabat, en representación del ELA, en que se alega acuerdos monopolísticos y la cartelización en mercados de algunos productos de vitaminas, a granel y además sin refinar.
2. La acción de epígrafe fue presentada el 14 de abril de 2000 y luego de un sinnúmero de trámites procesales, como parte de una transacción a nivel multi-estatal, el ELA, junto con los Secretarios de Justicia de otros Estados y del Distrito de Columbia, e individuos y entidades comerciales de algunos Estados y del Distrito de Columbia (el “Grupo Demandante”), acordó la desestimación con perjuicio de la reclamación contra algunas de las partes demandadas, cuyo acuerdo fue implementado por este Honorable Tribunal mediante “Orden y Memorando Aprobando la Transacción y Sentencia Final”, de 11 de abril de 2002 y notificada el 1 de mayo de 2002.
3. Esta acción contra las otras partes demandadas que no transigieron en 2002 quedó pendiente.
4. El ___ de _____ de 2009, el Grupo Demandante, incluyendo al ELA por medio de su actual Secretario de Justicia, el Hon. Roberto Sánchez-Ramos, llegaron un acuerdo de transacción (el “Acuerdo 2009”) con un segundo

grupo de demandados (los “Demandados MDL”). Para obtener la aprobación judicial del Acuerdo 2009, el Grupo Demandante incoaron una acción de clase contra los Demandados MDL ante el Tribunal de Distrito de los Estados Unidos para el Distrito de Columbia (el “Tribunal MDL”) titulado: *In re Vitamins Antitrust Litigation (Philip Richardson et al. v. Akzo Nobel, Inc. et al.)*, Caso No. 09 Civ. ____ (TFH) (la “Acción MDL”).

5. Con fecha de ____ de _____ de 2009, el Tribunal MDL aprobó el Acuerdo 2009 y dictó sentencia final desestimando la Acción MDL con perjuicio, copia de la cual se aneja como Exhibit A de este escrito. Como consecuencia del Acuerdo 2009 y la sentencia del Tribunal MDL, las reclamaciones contra las partes aquí demandadas: Lonza Inc., Lonza A.G., Chinook Group, Ltd., Cope Investments Ltd., John Kennedy, Robert Samuelson, Russell Cosborn, Peter Copeland, Patrick Staynor, Bioproducts, Merck KGaA, E. Merck, EM Industries, Inc., Degussa AG, Degussa Corporation, Reilly Industries, Inc., Reilly Chemicals, S.A., quedaron transigidas y por consiguiente sujetas al relevo, transacción y res judicata resultante de la referida sentencia, por lo que procede sentencia desestimando las reclamaciones contra las dichas partes demandadas en este caso.

Por cuanto, el ELA, respetuosamente solicita que este Honorable Tribunal dicte sentencia desestimando con perjuicio la acción de epígrafe contra Lonza Inc., Lonza A.G., Chinook Group, Ltd., Cope Investments Ltd., John Kennedy, Robert Samuelson, Russell Cosborn, Peter Copeland, Patrick Staynor, Bioproducts, Merck KGaA, E. Merck, EM Industries, Inc., Degussa AG, Degussa Corporation, Reilly Industries, Inc., Reilly

Chemicals, S.A., sin especial imposición de costas y honorarios. Además, no existiendo razón justificada para posponer dictar sentencia hasta la resolución total del pleito en cuanto a las reclamaciones contra dichas partes demandadas, el ELA solicita que de conformidad con la Regla 43.5 de Procedimiento Civil, este Honorable Tribunal expresamente así concluya y ordene que se registre la sentencia dictada.

Respetuosamente Solicitado.

En San Juan, Puerto Rico a ____ de _____ de 2009.

Unofficial Courtesy Translation for Information Only

COMMONWEALTH OF PUERTO RICO

CAPTION

MOTION FOR DISMISSAL OF CLAIM WITH PREJUDICE

TO THE HONORABLE COURT:

COMES NOW the Commonwealth of Puerto Rico (“CPR”), on its own behalf and on behalf of the of the citizens of the CPR in its capacity as *parens patriae*, and, in accordance with Civil Procedure Rule 39.1(b), respectfully requests the dismissal of this action with prejudice as against certain defendants. In support hereof it states, alleges and prays:

1. This is an action brought by the then Secretary of Justice of the CPR, Angel Rotger Sabat, on behalf of the CPR, alleging monopolistic agreements and cartelization in the markets for certain raw and bulk vitamin products.
2. The action was filed on April 14, 2000 and, after a number of procedural incidents, as part of a transaction at the multi-state level, the CPR, together with the Attorneys General of certain other States and individuals and businesses from certain States and the District of Columbia (the “Plaintiff Group”) agreed to the dismissal with prejudice of the claims against some of the defendants, which agreement was implemented by this Honorable Court through its “Order and Memorandum Approving Settlement and Final Judgment”, dated April 11, 2002 and notified May 1, 2002.

3. This action remains pending against the other defendants which did not settle in 2002.
4. On _____, 2009, the Plaintiff Group, including the CPR through its current Secretary of Justice, the Hon. Roberto Sanchez-Ramos, reached a settlement agreement (the “2009 Agreement”) with a second group of defendants (the “MDL Defendants”). To obtain judicial approval of the 2009 Agreement, the Plaintiff Group filed a class action in the United States District Court for the District of Columbia (the “MDL Court”), captioned *In re Vitamins Antitrust Litigation (Philip Richardson et al. v. Akzo Nobel, Inc. et al.)*, 09 Civ. _____ (TFH) (the “MDL Action”).
5. On _____, 2009, the MDL Court approved the 2009 Agreement and entered Final Judgment dismissing the MDL Action, with prejudice, a copy of which is attached as Exhibit A to this Motion. As a result of the 2009 Agreement and the judgment of the MDL Court, the claims against certain defendants herein: Lonza Inc., Lonza A.G., Chinook Group, Ltd., Cope Investments Ltd., John Kennedy, Robert Samuelson, Russell Coburn, Peter Copeland, Patrick Staynor, Bioproducts, Merck KGaA, E. Merck, EM Industries, Inc., Degussa AG, Degussa Corporation, Reilly Industries, Inc., Reilly Chemicals, S.A., were likewise settled and consequently, subject to the release, settlement and res judicata resulting therefrom, whereby judgment dismissing the claim against said defendants is warranted.

Wherefore, the CPR respectfully requests that that this Honorable Court enter judgment dismissing this action as against Lonza Inc., Lonza A.G., Chinook Group, Ltd., Cope Investments Ltd., John Kennedy, Robert Samuelson, Russell Coburn, Peter Copeland, Patrick Staynor, Bioproducts, Merck KGaA, E. Merck, EM Industries, Inc., Degussa AG, Degussa Corporation, Reilly Industries, Inc., Reilly Chemicals, S.A., with prejudice, without costs or attorneys' fees. Furthermore, no just reason exists to delay until the final resolution of this action the entry of judgment on the claims against the said defendants. In accordance with Rule of Civil Procedure 43.5, the CPR requests that the Honorable Court make such a determination and direct the entry of final judgment described.

Respectfully Requested.

San Juan, Puerto Rico, this ___ day of _____, 2009.

NOTIFICATION AND SIGNATURE BLOCK

EXHIBIT J

Template for Dismissal
Application in Class Actions
Outside Puerto Rico

Exhibit J

Template for Motion to Dismiss Class Action
Upon Final Approval of Multistate Settlement Agreement

Plaintiffs hereby move to dismiss this action as against [list Released Parties which are defendants in the action] on the basis that the claims asserted against those defendants are barred by release, settlement and res judicata.

This is an alleged class action on behalf of residents and businesses of this State alleging cartelization in the markets for certain raw and bulk vitamins.

In the period since this action was filed, plaintiffs [name local plaintiffs who were party to the MDL Action], together with the Attorney General of this state, other private plaintiffs from other across the country and the attorneys general of a number of other states, the District of Columbia and the Commonwealth of Puerto Rico, became plaintiffs in a class action in the United States District Court for the District of Columbia (the "MDL Court") entitled *In re Vitamins Antitrust Litigation (Philip Richardson et. al. v. Akzo Nobel, Inc. et al.)*, Case No. 09 Civ. ____ (TFH) (the "MDL Action").

On _____ 2009, the MDL Court, granting final approval to a class settlement, entered the final judgment reproduced as Exhibit A hereto dismissing the MDL Action with prejudice. The claims asserted in this action against defendants [list Released Parties which are defendants in the action] are therefore subject to release, settlement and res judicata, and this action should be dismissed as against those defendants.

WHEREFORE, plaintiffs respectfully request that the Court dismiss this action without costs {{and, depending on local advice, without prejudice/with prejudice as to the named plaintiffs only}} as against defendants [list Released Parties which are defendants in the action]. {{If state has analog to Fed. R. Civ. P. 54(b): There being no just reason for delay, plaintiffs further request that the Court direct the entry of partial final judgment.}}

Respectfully submitted,

/s/

Attorneys for plaintiffs

EXHIBIT K

Settling State CAFA Notice
Addresses

Exhibit K

ADDRESSES FOR STATE CAFA NOTICES

The Attorney Generals of the Settling States Have Requested that the Settling Defendants Use the Addresses Below for the Service Package Required by 28 U.S.C. § 1715(b)

Arizona

Hon. Terry Goddard
Attorney General of Arizona
Att'n Antitrust Unit
1275 W. Washington St.
Phoenix, Ariz. 85007

District of Columbia

Hon. Peter J. Nickles
Attorney General of the District
of Columbia
Att'n Public Advocacy Section
441 Fourth St., N.W., Suite 600S
Washington, D.C. 20001

Florida

Hon. Bill McCollum
Attorney General of Florida
Att'n Antitrust Division
The Capitol, PL-01
Tallahassee, Fla. 32399

Hawaii

Hon. Mark J. Bennett
Attorney General of Hawaii
Att'n Commerce and Economic
Development Division
425 Queen St.
Honolulu, Hawaii 96813

Idaho

Hon. Lawrence Wasden
Attorney General of Idaho
Consumer Protection Division
954 W. Jefferson St.
P.O. Box 83720
Boise, Idaho 83720-0010

Illinois

Hon. Lisa Madigan
Attorney General of Illinois
Att'n Antitrust Bureau
James R. Thompson Center
100 W. Randolph St.
Chicago, Ill. 60601

Kansas

Hon. Steve Six
Attorney General of Kansas
Att'n Consumer Protection/Antitrust
Division
120 S.W. 10th St., Suite 430
Topeka, Kan. 66612-1597

Maine

Hon. Janet T. Mills
Attorney General of Maine
Att'n Consumer Protection Division
6 State House Sta.
Augusta, Me. 04333

Michigan

Hon. Mike Cox
Attorney General of Michigan
Att'n Antitrust Section
Consumer Protection Division
G. Mennen Williams Building
525 W. Ottawa St.
Lansing, Mich. 48909

Minnesota

Hon. Lori Swanson
Attorney General of Minnesota
Att'n 1200 Bremer Tower
445 Minnesota St.
St. Paul, Minn. 55101

Nevada

Hon. Catherine Cortez Masto
Attorney General of Nevada
Att'n Bureau of Consumer Protection
555 E. Washington Ave., Suite 3900
Las Vegas, Nev. 89101

New Mexico

Hon. Gary K. King
Attorney General of New Mexico
Att'n: Litigation Division (Antitrust)
Suite 300, 111 Lomas Blvd., N.W.
Albuquerque, N.M. 87102

New York

Hon. Andrew M. Cuomo
Attorney General of New York
Department of Law
The Capitol
Albany, N.Y. 12224

North Carolina

Hon. Roy Cooper
Attorney General of North Carolina
Att'n Consumer Protection Division
Department of Justice
9001 Mail Service Center
Raleigh, N.C. 27699

North Dakota

Hon. Wayne Stenehjem
Attorney General of North Dakota
Att'n Consumer Protection and Antitrust
Division, P.O. Box 1054
4205 State St., Bismarck N.D. 58502-1054

Puerto Rico

Hon. Roberto J. Sanchez-Ramos
Secretario de Justicia de Puerto Rico
Oficina de Asuntos Monopolísticos
Departamento de Justicia
Edificio Anexo del Depto. de Justicia
Piso 2, Calle Olimpo
Esquina Axtmayer
Parada 11, Núm. 601
Miramar, San Juan, P.R. 00902

Rhode Island

Hon. Patrick Lynch
Attorney General of Rhode Island
Att'n Antitrust Unit
150 South Main St.
Providence, R.I. 02903

South Dakota

Hon. Marty J. Jackley
Attorney General of South Dakota
1302 E. Hwy. 14, Suite 1
Pierre, S.D. 57501-8501

Tennessee

Hon. Robert E. Cooper, Jr.
Att'n Antitrust Division
Attorney General and Reporter for the State
of Tennessee
425 Fifth Ave. N.
Nashville, Tenn. 37243

Vermont

Hon. William H. Sorrell
Attorney General of Vermont
Att'n Antitrust Unit
109 State St.
Montpelier, Vt. 05609

Washington

Hon. Rob McKenna
Attorney General of Washington
Att'n Antitrust Division
800 Fifth Ave., Suite 2000
Seattle, Wash. 98104

West Virginia

Hon. Darrell V. McGraw, Jr.
Attorney General of West Virginia
812 Quarrier St., 1st Floor
Charleston, W. Va. 25301

Wisconsin

Hon. J.B. Van Hollen
Attorney General of Wisconsin
Att'n Criminal Litigation
Antitrust, Consumer Protection, & Public
Integrity Unit
Department of Justice
Risser Justice Center
17 W. Main St.
Madison, Wis. 53707

EXHIBIT L

Kinsella Media Notice Plan



NOTICE PROGRAM

In re Vitamins Antitrust Litigation

No. 99-0197 (TFH) M.D.L.No. 1285

U. S. District Court for the District of Columbia

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Exhibit 1 - Newspaper Supplements Carrier Newspaper List

Exhibit 2 - List of Websites in the 24/7 Real Media Network

Exhibit 3 - Publication Notice

FIRM OVERVIEW

Kinsella Media, LLC (“KM”) is a nationally recognized legal notification firm specializing in media-based class action and bankruptcy notification programs.

KM has developed and directed some of the largest and most complex national notification programs in the country. The scope of the firm’s work includes notification programs in antitrust, bankruptcy, consumer fraud, mass tort and product liability litigation. Specific cases have involved, among others, asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco and Holocaust claims. The firm has developed or consulted on over 500 notification programs, placing over \$205 million in media notice.

KM develops advertisements, press materials, Websites and other notice materials that bridge the gap between litigation complexities and the need for a clear and simple explanation of legal rights. In addition to designing and producing notices in “plain language,” all KM notice programs are fully compliant with Rule 23 of the Federal Rules of Civil Procedure and comparable state guidelines. The firm employs industry-recognized tools of media measurement to quantify the adequacy of the notice for the court.

RELEVANT CASE EXPERIENCE

KM has significant experience designing and implementing notice programs for class actions involving an extensive variety of claims.

SELECTED CASES

- *In re Compact Disc Minimum Advertised Price Antitrust Litigation*,
MDL No. 1361 (D.Me.) (pre-recorded music products)
- *Fettke v. McDonald's Corporation*,
Case No. 044109 (Cal. Super. Ct.) (trans fatty acids)
- *Cox v. Shell Oil Company*,
Case No. 18,844 (Tenn. Ch. Ct., Obion County) (polybutylene pipe)
- *McNeil v. American General Life and Accident Insurance Co.*,
Case No. 8-99-1157 (M.D. Tenn.) (insurance)
- *In re Toys "R" Us Antitrust Litigation*,
MDL No. 1211 (E.D.N.Y.) (toys and other products)
- *In re Holocaust Victim Assets Litigation*,
Case No. CV 96-4849 (E.D.N.Y.) (Holocaust)
- *In re Nasdaq Market-Makers Antitrust Litigation*,
MDL No. 1203 (E.D.N.Y.) (securities)
- *State of Connecticut v. Mylan Laboratories, Inc.*,
MDL No. 1290 (D.D.C.) (Lorazepam and Clorazepate)
- *In re Buspirone Antitrust Litigation*,
MDL No. 1413 (S.D.N.Y.) (Buspar)
- *In re Cardizem CD Antitrust Litigation*,
99-MD-1278 (E.D. Mich.) (Cardizem)
- *State of Ohio v. Bristol-Myers Squibb, Co.*,
1:02-cv-01080 (D.D.C.) (Taxol)
- *Naef v. Masonite Corp.*,
Case No. CV-94-4033 (Ala. Cir. Ct., Mobile County) (hardboard siding)

TECHNICAL APPROACH

KM's technical approach is based on its expertise as a leading provider of notice in class actions, knowledge of court-approved notice programs at the state and federal levels and years of experience in designing and implementing legal notification programs both nationally and internationally.

KM notice plans directed to unidentified class members: (1) identify the demographics of class members and establish a target audience; (2) outline the methodology for selecting the media and other program elements and how they relate to product usage or exposure; and (3) provide results that quantify for the court the adequacy of the notice based upon recognized tools of media measurement.

KM begins by conducting detailed research on the claims that are the subject of the class action and how they relate to a population, its location and temporal characteristics. This analysis yields the demographic characteristics of class members – such as age, gender, income, and education level – and the geographic distribution of class members. This research provides the parameters for identifying and locating class members and shapes the scope of the notice program.

Specifically, KM:

- Reviews demographic and product information, conducts independent research, and establishes a demographic profile of the target audience. All media selections are chosen based on this profile to ensure the optimum reach of potential class members and frequency of message exposure.
- Examines the geographic distribution of potential class members to determine effective geographic coverage.
- Evaluates and compares the relative effectiveness of media vehicles -- consumer magazines, newspapers, specialty publications, broadcast television, radio and the Internet -- in reaching the target audience.
- Analyzes publications using syndicated data sources and tools, such as the Audit Bureau of Circulation (“ABC”) statements, which certify how many readers buy or obtain copies of publications, and MediaMark Research (“MRI”) which measures how many people open or read publications.
- Selects media available during the established notice period ensuring timely notice to class members.

In re Vitamins Antitrust Litigation

- Creates and implements all appropriate notice communications, including published notice, print, audio and video news releases, television and radio spots, Internet advertising and Websites.
- Ensures that published and long form notices are written in “plain language” and easily understood.
- Uses established advertising relationships to negotiate the deepest discounts on national advertising and to secure optimum placement with respect to the media habits of the target audience.
- Designs, implements and tracks “earned media” programs to further supplement the published notice through print, audio and video news releases and non-paid media outreach.
- Designs and maintains a Website to provide class members with access to all relevant information such as long form notices, claims forms and court documents as well as registration and email capabilities.
- Integrates all aspects of the notification program with designated claims administrators.
- Provides advice, affidavits, depositions and court testimony with respect to the design and implementation of the notification program.

SITUATION ANALYSIS

Plaintiffs allege that this matter arose out of a massive and long-running international conspiracy beginning no later than 1988, and continuing until at least December 1999, among all Defendants and their co-conspirators with the purpose and effect of fixing prices, allocating market share, and committing other unlawful practices designed to inflate the prices of vitamins, vitamin premixes, bulk vitamins, and other vitamin products.

Those products involved include (i) the following vitamins and carotenoids, individually and/or collectively: vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B3 (niacin and niacinamide), vitamin B4 (choline chloride or other choline-based products for human or animal consumption), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E and vitamin H (biotin), as well as all blends, derivatives and forms of the foregoing, and (ii) any product that contains one or more of the vitamin products listed in Section (i) of this paragraph in combination with other substances (such as inactive ingredients or dilution agents) and was sold as a premixed formulation by any entity which is or has been a defendant in this Class Action.

These are collectively referred herein as Vitamin Products.

Plaintiffs represent classes of indirect purchasers of Vitamin Products and products containing Vitamin Products.

Defendants deny any wrongdoing. The Proposed Settlement is not an admission of wrongdoing or an indication that any law was violated. Defendants have entered into the Proposed Settlement solely to avoid further expense, inconvenience, and the burden of these litigations and any other present or future litigation arising out of the facts that allegedly gave rise to these litigations.

CLASS DEFINITION

The Class Action includes claims on behalf of two separate classes of purchasers of Indirect Vitamin Products. Indirect Vitamin Products are any one or more Vitamin Products, products containing Vitamin Products, and products constituted of (in whole or in part) or derived from animals that consumed Vitamin Products or products containing Vitamin Products and not purchased from a manufacturer of such products.

These Classes, subject to certain exclusions, are defined as:

Consumer Class

All natural persons who:

- (i) reside in Arizona, District of Columbia, Florida, Hawaii, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia, and Wisconsin; and
- (ii) at any time during the period January 1, 1988 through December 31, 1999 purchased Indirect Vitamin Products in a state listed above for use or consumption by themselves and/or others and not for resale in any form.

Commercial Class

All persons or entities who purchased Indirect Vitamin Products during certain periods (as specified in the Agreement) between January 1, 1988 through December 31, 2000 for ultimate resale or other commercial use, where such purchase was:

- (i) made by a purchaser in Arizona, District of Columbia, Florida, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia, and Wisconsin; or
- (ii) made from a seller in the states listed during certain periods (as specified in the Agreement) between January 1, 1988 through December 31, 2000; or
- (iii) delivered by or on behalf of the seller to the purchaser in any of these states if the purchaser's principal place of business was in that state.

The Consumer Class and Commercial Class will be collectively referred herein as the "Class."

NOTICE PROGRAM OVERVIEW

This program is submitted by KM in connection with *In re Vitamins Antitrust Litigation*, Misc. No. 99-0197 (TFH), M.D.L. No. 1285, in the United States District Court for the District of Columbia. The program outlines procedures to provide notice of the Proposed Settlement of this case as a class action, consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure and Constitutional due process standards. This is the second settlement of indirect purchaser claims resulting from this litigation. KM designed and implemented the Court-approved notice program for the first settlement as well.

Based upon information provided by Counsel, a database of potential class members created in the first settlement, the results of research on Class Members and the media habits of the target audience, the following four-part notice program is recommended:

- Direct notice by first-class mail to all individuals whose names and addresses are currently in the database or who request the *Notice of Proposed Class Action Settlement* as a result of seeing the published form of notice (“Publication Notice”).
- Broad published notice through the use of paid media, including newspaper supplements, consumer magazines, trade publications and Internet advertising. Notice will also be published in Puerto Rico through the use of daily newspapers and a business publication.
- Earned media through a press release sent to major national print and electronic outlets.
- Electronic notice through a dedicated Website.

DIRECT NOTICE

Direct notice will consist of mailing the *Notice of Proposed Class Action Settlement* by first-class mail informing Class Members of their legal rights and how they may participate in or opt-out of the class action settlement. The *Notice of Proposed Class Action Settlement* will be sent to:

- Approximately 2,500 names already in the database from the previous settlement.
- All callers to a toll-free information line described more fully herein and appearing in the Publication Notice.

PAID MEDIA METHODOLOGY

KM methodologies are consistent with and framed by constitutional standards regarding expert testimony.

In the wake of the Supreme Court's decisions in *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993) and *Kumho Tire Company v. Carmichael*, 526 U.S. 137 (1999), the reliability of a notice expert's testimony should be tested against the standards developed within the media industry for determining to what degree and at what frequency a target audience has been reached. In assessing the expert's reliability, the court must determine whether the testifying expert "employs in the courtroom the same level of intellectual rigor that characterizes the practice of an expert in the relevant field," (526 U.S. at 152). That showing would likely require evidence that the expert's data and methodology are similar to that used by professionals in the relevant field.

In keeping with the *Daubert* and *Kumho* rulings, KM employs the methodology and measurement tools used in the media planning and advertising industry for designing and measuring the adequacy of a paid media program to reach a particular audience.

Choosing a target audience encompassing the characteristics of Class Members is the first step in designing the paid media program. Media vehicles are chosen based on their ability to provide effective and cost-efficient penetration of the target audience. The selected media vehicles are then measured against the target audience to quantify the *reach* of the media program and the *frequency* of exposure to the media vehicles. *Reach* and *frequency* estimates are two of the primary measurements used to quantify the media penetration of a target audience.

- *Reach* is the estimated percentage of a target audience reached one or more times through a specific media vehicle or combination of media vehicles within a given period.
- *Frequency* is the estimated average number of times an audience is exposed to a vehicle carrying the message within a given period of time.

The measured delivery of media to the target audience will be representative of delivery to class members.

TARGET AUDIENCE

KM analyzed syndicated data available from the 2008 *Doublebase Survey*¹ from MRI to develop a profile of the demographics and media habits of potential Class Members. The measured delivery of media to the Target Audience is representative of delivery to class members.

MRI is the leading U.S. supplier of multimedia audience research. As a nationally accredited research firm, it provides information to magazines, television, radio, Internet and other media, leading national advertisers and over 450 advertising agencies -- including 90 of the top 100 in the United States. MRI's nationally syndicated data are widely used by these companies as the basis for the majority of the media and marketing plans written for advertised brands in the United States.

Specifically, MRI provides data on audience size, composition and other relevant factors pertaining to major media vehicles. MRI presents a single-source measurement of major media, products, services and in-depth consumer demographic and lifestyle characteristics.

MRI provides data on individuals who responded to the *Doublebase Survey* with specific job titles. Specifically, MRI provides data on persons who identified themselves as "Top Management," holding a "Professional Managerial" position.²

To adequately reach the Class, which includes businesses and consumers, the target audiences against which all media will be purchased and measured are:

- Adults 18 years of age and older who, during an MRI interview, identified themselves as Top Management, holding a Professional/Managerial position, with an individual income of \$35,000 or above living in one of the Settling States. ("Top Management Executives"),³ and
- Adults 35 years of age and older with a household income of \$75,000 or more ("Adults 35+ with \$75K+").

¹ The study, conducted since 1979, surveys persons 18 years of age and older in the contiguous 48 states. MRI conducts more than 26,000 personal interviews with consumers in two waves annually each lasting six months and consisting of 13,000 interviews. Produced annually by MRI, the *Doublebase Survey* consists of two full years of data drawn from over 50,000 respondents. Consumer information is recorded on 500 product/service categories, 6,000 brands and various lifestyle activities. Respondents are selected based on the ability to project their responses nationally.

² MRI defines a "Professional/Managerial" position as President; Vice President; Treasurer; Chairman/Chief Executive Officer; Chairman of the Board; Member of the Board; Controller/Chief Financial Officer; General Manager; Owner/Partner; Chief Operating Officer; Chief Investment Officer; Chief Information Officer; Chief Purchasing Officer; Chief Marketing Officer; Chief Planning Officer; and Chief Human Resources Officer.

³ The following states were measured using predetermined state groups by MRI: AZ, CO, CT, DC, DE, FL, IA, ID, IL, KS, MD, ME, MI, MN, MT, NC, ND, NE, NH, NM, NV, NY, OR, RI, SC, SD, TN, UT, VT, WA, WI, WV and WY. MRI only measures the contiguous 48 states, therefore HI is not measured.

*In re Vitamins Antitrust Litigation***DEMOGRAPHICS**

Based on MRI data, the chart below outlines the demographics of each target audience; the demographics of Adults 18+ have also been shown for comparison:

DEMOGRAPHICS	ADULTS 18+	TOP MANAGEMENT EXECUTIVES	ADULTS 35+ WITH HHI \$75K+
Gender			
Male	48.2%	70.1%	50.7%
Female	51.8%	29.9%	49.3%
Age			
18-34	30.8%	13.7%	0.0%
35-44	19.6%	26.2%	34.3%
45-54	19.4%	34.1%	35.5%
55+	30.3%	26.1%	30.2%
Education			
Graduated/Attended College	53.0%	80.8%	75.8%
Graduated High School	31.6%	15.8%	20.2%
Household Income			
Under \$10,000 - \$29,999	19.8%	n/a	n/a
\$30,000 - \$49,999	19.8%	4.2%	n/a
\$50,000 - \$74,999	19.8%	15.9%	n/a
\$75,000 +	34.9%	79.9%	100.0%
\$100,000+	21.8%	62.5%	64.1%
Ethnicity			
Caucasian	76.9%	91.7%	86.0%
African-American	11.5%	5.2%	6.3%
Hispanic	13.0%	6.5%	6.9%
Asian	2.7%	0.9%	3.3%
Other	9.0%	2.8%	4.5%
Location⁴			
A & B Counties	71.3%	74.5 %	80.2%
C & D Counties	28.7%	25.5%	19.8%

⁴ A Counties, as defined by A.C. Nielsen Company, are all counties belonging to the 25 largest metropolitan areas. These metro areas correspond to the MSA (Metropolitan Statistical Area) and include the largest cities and consolidated areas in the United States. B Counties, as defined by A.C. Nielsen Company, are all counties not included under A that are either over 150,000 population or in a metro area over 150,000 population according to the latest census. C Counties, as defined by A.C. Nielsen Company, are all counties not included under A or B that either have over 40,000 population or are in a metropolitan area of over 40,000 population according to the late census. D Counties are, essentially, rural counties in the Nielsen classification system of A, B, C, D counties.

In re Vitamins Antitrust Litigation

This data has the following demographic implications:

GENDER

- Top Management Executives are primarily male.

AGE

- 86.4% of the Top Management Executives are over the age of 35.

EDUCATION

- Over 80% of Top Management Executives and over 75% of Adults 35+ with HHI \$75K+ graduated or attended college.

HOUSEHOLD INCOME

- Nearly 80% of Top Management Executives have a household income above \$75,000.

LOCATION

- Both target audiences are most likely to be located in A or B Counties.

MEDIA USAGE

Consumers spend varying amounts of time with different media. Certain demographic groups may be heavy consumers, light consumers or non-users of a particular medium. For example, individuals who are less educated are likely to be heavy television viewers and light newspaper readers. Conversely, highly educated individuals are more likely to be heavy newspapers readers and light television viewers.

KM notice plans focus on the media types used most often by the target audiences. To examine the media habits of any target audience, data from MRI can be studied through a quintile analysis based on specific demographic profiles. The respondents in the MRI survey are divided into five equal-sized groups each of which represents twenty percent of the survey respondents.

The quintiles from 1 to 5 indicate the amount of exposure to a medium from the heaviest (1) to the lightest (5). The media usage in each quintile is expressed as an index. An index of 100 is the average usage of a particular medium by the adult population as a whole. Therefore, an index above 100 indicates a heavier usage of the medium than the average. An index below 100 indicates a lighter usage of the medium than the average.

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The top two quintiles (heaviest and next heaviest usage) for each type of media are provided in the following chart for Top Management Executives. (Adults 18+ index at 100 and represent the average.)

MEDIA	TOP MANAGEMENT EXECUTIVES	ADULTS 35+ WITH HHI \$75K+
Magazine		
Quintile 1	115.9	113.5
Quintile 2	108.0	115.1
Newspaper		
Quintile 1	148.2	143.2
Quintile 2	102.0	114.5
Radio		
Quintile 1	95.9	86.7
Quintile 2	120.5	110.5
Television		
Quintile 1	50.4	61.6
Quintile 2	77.3	93.5
Internet		
Quintile 1	190.0	155.1
Quintile 2	132.3	137.9

This data indicates that Top Management Executive and Adults 35+ with HHI \$75K+ are above-average users of the Internet and print media, magazines and newspapers. They are typically light users of television and average users of radio.

PAID MEDIA PROGRAM

As indicated, direct notice will be provided to previously identified Class Members. To reach unidentifiable Class Members, KM recommends the use of measurable paid media. Paid media advertising is guaranteed to appear, allowing for control of the content, timing and positioning of the message, making it an invaluable part of any notice campaign. Newspapers, consumer magazines, television, radio and the Internet, among other sources, offer paid media opportunities.

In considering which media to use for this case, KM evaluated the cost-effectiveness, exposure opportunities and reach potential of each media type. Print media was selected because of its wide spread use, and its value as a credible and tangible information source which allows for extended body copy.

In choosing which placements would be best for this Proposed Settlement, KM reviewed available publications for the reach to the target audience. Given the scope of the Class in this notice program and the demographics and media habits of the target audience, national newspapers, newspaper supplements, consumer magazines and trade publications are recommended.

NEWSPAPER SUPPLEMENTS

Parade and *USA Weekend*, publications known as newspaper supplements, are inserted into weekend or Sunday editions of 1,124 newspapers (40 newspapers carry both) reaching every media market in the country. These magazines, published on newsprint, contain articles written for broad, general appeal and encourage readership through brevity. Issues are typically less than 30 pages. For this Notice Program, newspaper supplements are recommended because of their cost-effective reach capability. They provide coverage in all 50 states and the District of Columbia. (See Exhibit 1.)

KM recommends the following activity:

PARADE

- A two-fifths-page ad (5-3/8" x 7-1/2") will be placed once in *Parade*, with an estimated circulation of 33,000,000.
- *Parade* is carried in the Sunday edition of 475 daily newspapers and is the highest circulating magazine in the world. Carrier newspapers serve major urban and suburban markets in the U.S.
- Over 39% of Top Management Executives read an average issue of *Parade* and Adults 35+ with HHI \$75K+ are 29.9% more likely to read an average issue *Parade* than the average adult.



- A digest-page ad (5-5/8" x 6-5/8") will be placed once in *USA Weekend*, with an estimated circulation of 23,000,000
- *USA Weekend* is carried in the weekend edition of 649 daily newspapers in major markets complementing U.S. markets served by *Parade*.
- Over 25% of Adults 35+ with HHI \$75K+ read an average issue of *USA Weekend* and Top Management Executives are 15.8% more likely to read an average issue *USA Weekend* than the average adult.

CONSUMER MAGAZINES

Most adults read one or more magazines during an average month and nearly three out of five adults read or look at a magazine daily. In addition, heavy readers read 16 or more magazines per month. Weekly magazines quickly accumulate readership and provide timely and efficient notice to readers. The specific consumer magazines listed below were chosen because they are among the highest ranking in coverage of the target audiences and they provide editorial content that appeals to Class Members.

KM recommends the following:

Newsweek

- A two-thirds-page ad (4-5/8" x 10") will be placed twice in *Newsweek*, with an estimated circulation of 2,600,000.
- *Newsweek* is published weekly and edited to report on national and worldwide developments with news, commentary and analysis.
- The average issue of *Newsweek* is read by 13.9% of Top Management Executives and is 61.4% more likely to be read by Top Management Executives than the average adult.



- A full-page ad (7" x 10") will be placed twice in *People*, with an estimated circulation of 3,450,000.
- *People* is a weekly publication covering contemporary personalities in entertainment, politics, business and other current events.
- The average issue of *People* is read by over 22% of Adults 35+ with HHI \$75K+.



- A full-page ad (4-3/4" x 6-3/4") will be placed once in *Reader's Digest*, with an estimated circulation of 8,000,000.
- *Reader's Digest* is a monthly compendium of selected excerpts from other publications as well as original pieces.
- The average issue of *Reader's Digest* is read by 14% Top Management Executives and Adults 35+ with HHI \$75K+ are 15.8% more likely to read and average issue than the average adult.

INTERNET ADVERTISING

According to MRI, over 96% of Adults 35+ with HHI \$75K+ have access to the Internet and 87.4% of Adults 35+ with HHI \$75K+ used the Internet in the 30 days prior to the survey. Internet advertising delivers an immediate message and allows the viewer of an advertisement to instantly link to the Settlement Website for further information.

Over 77% of Top Management Executives that used the Internet in the past 30 days, are also Adults 35+ with HHI \$75K+. Therefore, there is a high probability that Internet advertisements would be delivered to the target audiences. KM recommends using Internet advertising to provide additional notice opportunities to Class Members, beyond the broad-reaching print program.

Internet advertising will appear across a wide range of Websites enabling maximum exposure opportunities to Adults 35+ with HHI \$75K+.

KM recommends the following:



- 24/7 Real Media is a network that represents over 950 Websites, some of which are proprietary and confidential. A partial list of Websites in the 24/7 Real Media Network is attached as Exhibit 2.
- Banner advertisements measuring 728 x 90 pixels and 300 x 250 pixels will appear, on a rotating basis, on Websites that are part of the 24/7 Real Media Network, for a total estimated 15,000,000 gross impressions.⁵
- The banner advertisements will appear for an approximate 6-week period.



- AOL (America Online) Media Networks are a leading portfolio of websites attracting large and engaged audiences on the Web.
- Banner advertisements measuring 300 x 250 pixels will appear, on a rotating basis, on various AOL websites for a total estimated 15,200,000 gross impressions.
- The banner advertisements will appear for an approximate 6-week period.

⁵ A gross impression is the metric a site uses for measuring and reporting ad inventory. Gross impressions refer to the viewing of a page or viewing of an ad. This assumes that the page or ad images completely download and the user views the page or ads on the page.

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A component of the Notice Program is advertising in trade publications to reach potential Class Members. A half-page ad will appear one time in each of the following trade publications:

PUBLICATION	CIRCULATION	PROFILE
<i>BEEF</i>	100,000	Editorial material provides cow-calf operators, stocker operators and feeders with a range of production and business management information, including animal health, nutrition, marketing and finance.
<i>Dairy Foods</i>	22,125	Created as a national news source for the dairy industry and geared towards medium & large size processing plants.
<i>Feed & Grain</i>	16,000	Developed to provide industry, management and equipment information to owners and managers of feed, grain and allied grain-processing facilities.
<i>Feed Management</i>	14,000	Edited for members of the U.S. and American feed manufacturing industry.
<i>Hoard's Dairyman</i>	74,000	Provides farmers with information on the production and sale of milk.
<i>Meat & Poultry</i>	21,000	Written for the meat and poultry processing industry through coverage of production methods and systems management.
<i>National Hog Farmer</i>	26,419	Edited for commercial swine producers. Content covers management practices, on-the-farm features and research.
<i>Pet Business</i>	24,031	Geared to the pet industry, from retailers to manufacturers, in the U.S. and Canada.

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<i>Pork</i>	17,898	Provides hog producers and those involved in the pork industry with information on market strategy, planning production methods and new developments in the industry.
<i>WATT Poultry USA</i>	15,067	Edited for management level personnel in the broiler and turkey industries and covers the production, processing, packaging and marketing of broilers and turkeys.

PRINT READERSHIP

Readership includes both primary readers and pass along readers. Primary readers purchased a publication or are members of a household where the publication was purchased. Pass-along readers are those who read the publication outside the home, in places such as a dentist's office. The table below indicates the number of readers in each of the target audiences of an average issue of the magazine:

PUBLICATION	INSERTIONS	TOP MANAGEMENT EXECUTIVES	ADULTS 35+ WITH HHI \$75K+
<i>Newsweek</i>	2	675,000	7,009,000
<i>Parade</i> ⁶	1	1,917,000	23,786,000
<i>People</i>	2	790,000	12,319,000
<i>Reader's Digest</i>	1	681,000	10,897,000
<i>USA Weekend</i>	1	1,485,000	14,267,000

The trade publications are not measured by MRI and cannot be estimated with a prototype. Therefore, their contribution to the overall reach of the media is not calculated.

⁶ The readership estimates for *Parade* and *USA Weekend* are reflective of the broader readership measurement of the newspaper carrier groups into which these supplements are inserted. A recent custom study conducted by MRI indicates that the actual readership of the supplements is less than that of the carrier papers. While this study provided directional insight into the audience, the data provided is highly variable and insufficient for use in specific computation of reach and frequency. Therefore, the use of carrier paper readership for the newspaper supplements remains the accredited methodology and standard of the industry according to MRI and the Media Research Council.

MEDIA DELIVERY

The comprehensive paid media program, which includes both print and Internet advertising as outlined above, delivers the following estimated reach and frequency measurements:⁷

- An estimated 84.9% of Adults 35+ with HHI \$75K+ will be reached with an average estimated frequency of 2.6 times, delivering 127,312,000 gross impressions.

The print segment of the paid media program delivers the following estimated reach and frequency measurements:

- An estimated 71.37% of Top Management Executives will be reached with an average estimated frequency of 2.02 times, delivering 7,011,000 gross impressions.

As demonstrated in the media usage analysis, Top Management Executives are above-average Internet consumers and therefore the actual reach delivered by the paid media program is expected to be greater than the reach reported for Adults 35+ with HHI \$75+.

As indicated above, the paid media program provides Settlement Class Members with multiple exposure opportunities to media vehicles carrying the Publication Notice.

TARGET	% OF TARGET REACHED	AVERAGE FREQUENCY	GROSS IMPRESSIONS
Top Management Executives	71.37%	2.02	7,011,000
Adults 35+ with HHI of \$75K+	84.9%	2.6	127,312,000

⁷ MRI is a sample-based survey. Therefore, estimates of audience and/or demographics from these surveys are subject to sampling and non-sampling error. The use of mathematical values from those surveys should not be regarded as a representation that they are exact to the precise mathematical value stated.

In re Vitamins Antitrust Litigation**PUERTO RICO MEDIA**

The recommended paid media program in Puerto Rico utilizes a combination of local newspaper and business publications. The largest circulating local newspapers in Puerto Rico have readership among both the Top Management Executive and Adults 35+ with HHI \$75K+ targets. The selected business publication has editorial content to appeal to the Top Management Executive target.

The selected media is as follows:

LOCAL NEWSPAPERS

An approximate quarter-page ad, translated into Spanish, will be placed once in the highest circulating edition of the following local newspapers.

MARKET	EDITION	NEWSPAPER	DIMENSIONS	CIRCULATION
Puerto Rico	Sunday	<i>El Nuevo Dia</i>	5-5/16" x 13"	241,129
Puerto Rico	Weekday	<i>El Vocero</i>	4-7/8" x 10.5"	185,613
Puerto Rico	Weekday	<i>Primera Hora</i>	5.38" x 12"	135,000

BUSINESS PUBLICATION

Caribbean Business is an English language weekly magazine reporting on business topics to executives and decision makers in Puerto Rico.

- An approximate half-page ad (5" x 10") will be placed once in *Caribbean Business* with an estimated circulation of 45,000.

NOTICE DESIGN

PRINT DESIGN

Revisions to Rule 23(c)(2) of the Federal Rules of Civil Procedure require class action notices to be written in “plain, easily understood language.” KM applies the plain language requirement in drafting notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively transmit the necessary information to Class Members.

The plain language Publication Notice will be designed to alert Class Members to the litigation through the use of a bold headline (Exhibit 3). This headline will enable Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Class definition and the legal rights available to Class Members.

Each advertisement will prominently feature a toll-free number, Website and mailing address for Class Members to obtain the *Notice of Proposed Class Action Settlement* and other information. The design of the Publication Notice takes into account empirical research developed over the past 30 years about how people read and assimilate information.

Two-fifths and digest-page ads will be placed in newspaper supplements; two-thirds, and full-page ads will be placed in consumer magazines; half-page ads will be placed in trade publications; quarter-page ads will be placed in Puerto Rican newspapers; and a half-page ad will be placed in a Puerto Rican business publication. After reviewing the content and special sections of each publication, the best possible position will be negotiated for placement of the Publication Notice.

The Publication Notice will be translated into Spanish when appropriate.

WEB AD DESIGN

KM will design the Internet banner advertisements to alert Class Members to the Proposed Settlement by using a bold headline. The headline will enable Class Members to quickly determine if they are potentially affected by the Proposed Settlement. When users click on the banner advertisement, they will be connected automatically to the informational website that contains complete information about their legal rights.

EARNED MEDIA

The thrust of the earned media program is to amplify the notice to Class Members through the use of free media. The earned media portion of this Notice Program will augment the paid media plan developed to reach the Class. The third-party endorsement from reliable sources such as the news media can add immeasurable value to outreach efforts. The earned media outreach and follow-up can be focused on geographical areas where there is known product usage.

Outreach to print and electronic media will focus primarily on key daily newspapers, wire services, newspaper bureaus nationally and major television and radio outlets. The earned media will be as follows:

- A press release will be distributed on PR Newswire's Full National Circuit reaching over 4,500 media outlets and 4,000 Websites. The press release will highlight the toll-free telephone number and Website address that Class Members can call or visit for complete information

INFORMATIONAL WEBSITE

An informational interactive Website is a critical component of the Notice campaign. A URL is a constant information source instantly accessible to millions. The informational Website will utilize the Internet's ability to serve as a key distribution channel and customer service bureau. Combining clean site design, consistent site navigation cues and built-in flexibility, the Website will provide Class Members with easy access to the details of the litigation.

CLEAN DESIGN

The site will be designed for ease of use and comprehension. Web pages on the site will be simple containing words, icons, documents and images.

A directory, located in a column on the left-hand side of the page, will provide links to the information available on the Website. These can include "Court Documents," "Long Form Notice," and "Questions/Links." The Website may also feature a "Frequently Asked Questions" section answering commonly asked questions. If necessary, it will also provide a toll-free number for individuals seeking additional information and the address or email of Class Counsel.

CONSISTENT NAVIGATION CUES

Whenever the user goes from the homepage to another part of the site, links to the homepage and subsections remain on the left side of all pages, while the case title and cite remains fixed on top.

BUILT-IN FLEXIBILITY

Though simply designed, the structured site is not restrictive. The site's basic architecture enables updates and new features to be added quickly.

TOLL-FREE TELEPHONE SUPPORT

A toll-free interactive voice response system (IVR) will be established to service Class Members calling as a result of seeing the published notice. Callers requesting the *Notice of Proposed Class Action Settlement* will be prompted to input the telephone number of the residence where they would like to receive the Notice.

The system uses an address look-up database to locate the corresponding address of the resident. A portion of the address will be read back to the caller for address verification. For successful look-ups, the caller will be asked to speak the Class Member's full name and to spell the last name. If the look-up fails, is incorrect, or the call is placed from a rotary dial telephone, the caller will be prompted to state their name, address and telephone number.

EXHIBIT 1

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
AK	Anchorage	<i>Daily News</i>	69,893	Parade Magazine
AK	Juneau	<i>Empire</i>	7,750	USA Weekend
AK	Fairbanks	<i>News-Miner</i>	18,467	Parade Magazine
AK	Kenai	<i>Peninsula Clarion</i>	5,100	USA Weekend
AL	Montgomery	<i>Advertiser</i>	50,983	USA Weekend
AL	Decatur	<i>Daily</i>	22,961	Parade Magazine
AL	Talladega	<i>Daily Home</i>	9,088	Parade Magazine
AL	Dothan	<i>Eagle</i>	35,293	USA Weekend
AL	Jasper	<i>Mountain Eagle</i>	10,470	USA Weekend
AL	Birmingham	<i>News</i>	170,151	Parade Magazine
AL	Tuscaloosa	<i>News</i>	34,606	Parade Magazine
AL	Opelika/Auburn	<i>News</i>	16,072	USA Weekend
AL	Gardendale	<i>North Jefferson News</i>	3,429	USA Weekend
AL	Alexander City	<i>Outlook</i>	3,568	Parade Magazine
AL	Mobile	<i>Register</i>	127,347	Parade Magazine
AL	Anniston	<i>Star</i>	25,050	Parade Magazine
AL	Athens	<i>The News Courier</i>	8,500	USA Weekend
AL	Selma	<i>The Selma Times-Journal</i>	5,950	Parade Magazine
AL	Gadsden	<i>Times</i>	20,034	Parade Magazine
AL	Huntsville	<i>Times</i>	71,786	Parade Magazine
AL	Cullman	<i>Times</i>	10,869	USA Weekend
AL	Florence	<i>Times Daily</i>	29,843	Parade Magazine
AR	Little Rock	<i>Arkansas Democrat-Gazette</i>	274,494	Parade Magazine
AR	Mountain Home	<i>Baxter Bulletin</i>	10,965	USA Weekend
AR	Searcy	<i>Citizen</i>	6,048	USA Weekend
AR	Pine Bluff	<i>Commercial</i>	13,333	USA Weekend
AR	Russellville	<i>Courier</i>	10,596	USA Weekend
AR	Blytheville	<i>Courier News</i>	3,127	Parade Magazine
AR	Paragould	<i>Daily Press</i>	4,657	USA Weekend
AR	Conway	<i>Log Cabin Democrat</i>	11,682	USA Weekend
AR	Springdale/Bentonville	<i>News</i>	40,304	USA Weekend
AR	El Dorado	<i>News-Times</i>	15,035	USA Weekend
AR	Hot Springs	<i>Sentinel-Record</i>	17,755	USA Weekend
AR	Jonesboro	<i>Sun</i>	19,830	USA Weekend
AR	Harrison	<i>Times</i>	10,200	USA Weekend
AR	Fort Smith	<i>Times Record</i>	43,384	USA Weekend
AZ	Tucson	<i>Arizona Daily Star</i>	164,033	Parade Magazine
AZ	Tucson	<i>Arizona Daily Star</i>	164,033	USA Weekend
AZ	Flagstaff	<i>Arizona Daily Sun</i>	11,991	Parade Magazine
AZ	Prescott	<i>Daily Courier</i>	19,049	Parade Magazine
AZ	Kingman	<i>Daily Miner</i>	8,620	Parade Magazine
AZ	Yuma	<i>Daily Sun</i>	25,279	Parade Magazine
AZ	Casa Grande	<i>Dispatch</i>	9,358	USA Weekend
AZ	Douglas	<i>Dispatch</i>	1,944	USA Weekend
AZ	Sierra Vista	<i>Herald</i>	9,339	USA Weekend
AZ	Phoenix	<i>La Voz</i>	50,000	USA Weekend
AZ	Bullhead City	<i>Mohave Valley Daily News</i>	10,259	USA Weekend
AZ	Sun City	<i>News-Sun</i>	12,471	USA Weekend
AZ	Phoenix	<i>Republic</i>	515,523	USA Weekend
AZ	Lake Havasu City	<i>Today's News-Herald</i>	13,848	Parade Magazine
AZ	Mesa	<i>Tribune</i>	98,150	Parade Magazine
AZ	Verde	<i>Independent & The Bugle</i>	4,573	Parade Magazine
CA	Tulare/Visalia	<i>Advance Register-Times-Delta</i>	28,693	USA Weekend
CA	Hayward/Fremont/Newark/Pleasanton	<i>ANG Newspapers</i>	81,155	USA Weekend
CA	Palmdale	<i>Antelope Valley Press</i>	24,471	USA Weekend
CA	Marysville	<i>Appeal-Democrat</i>	20,347	USA Weekend
CA	Fresno	<i>Bee</i>	171,039	Parade Magazine

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
CA	Modesto	<i>Bee</i>	81,952	Parade Magazine
CA	Sacramento	<i>Bee</i>	307,480	Parade Magazine
CA	Los Angeles County	<i>Breeze</i>	66,318	USA Weekend
CA	Bakersfield	<i>Californian</i>	68,825	Parade Magazine
CA	Salinas	<i>Californian</i>	17,042	USA Weekend
CA	San Francisco	<i>Chronicle</i>	424,603	Parade Magazine
CA	Walnut Creek	<i>Contra Costa Times</i>	194,203	USA Weekend
CA	Los Angeles	<i>Daily News</i>	145,164	USA Weekend
CA	Woodland	<i>Democrat</i>	8,964	USA Weekend
CA	Palm Springs	<i>Desert Sun</i>	57,383	USA Weekend
CA	Davis	<i>Enterprise</i>	9,035	USA Weekend
CA	Chico	<i>Enterprise-Record</i>	31,300	USA Weekend
CA	San Francisco	<i>Examiner</i>	117,500	USA Weekend
CA	Redlands	<i>Facts</i>	7,159	USA Weekend
CA	Benicia	<i>Herald</i>	2,729	USA Weekend
CA	Monterey	<i>Herald</i>	30,803	USA Weekend
CA	Marin County	<i>Independent Journal</i>	33,737	USA Weekend
CA	Ontario	<i>Inland Valley Daily Bulletin</i>	59,027	USA Weekend
CA	Auburn	<i>Journal</i>	10,575	USA Weekend
CA	Ukiah	<i>Journal</i>	6,829	USA Weekend
CA	San Diego	<i>La Jolla Village News</i>	15,011	USA Weekend
CA	San Jose	<i>Mercury News</i>	247,919	USA Weekend
CA	Placerville	<i>Mountain Democrat</i>	13,881	USA Weekend
CA	Red Bluff	<i>News</i>	6,561	USA Weekend
CA	Santa Barbara	<i>News-Press</i>	34,832	USA Weekend
CA	Lodi	<i>News-Sentinel</i>	15,771	USA Weekend
CA	Oceanside/Escondido	<i>North County Times</i>	87,511	Parade Magazine
CA	Santa Ana	<i>Orange County Register</i>	311,982	Parade Magazine
CA	Santa Rosa	<i>Press Democrat</i>	78,505	Parade Magazine
CA	Los Angeles County	<i>Press Telegram</i>	85,191	USA Weekend
CA	Victorville/Barstow	<i>Press-Desert Dispatch</i>	34,033	USA Weekend
CA	Riverside	<i>Press-Enterprise</i>	172,730	Parade Magazine
CA	Lompoc	<i>Record</i>	5,464	Parade Magazine
CA	Stockton	<i>Record</i>	62,585	Parade Magazine
CA	Redding	<i>Record Searchlight</i>	35,004	Parade Magazine
CA	Lakeport	<i>Record-Bee</i>	7,739	USA Weekend
CA	Porterville	<i>Recorder</i>	9,049	USA Weekend
CA	Watsonville	<i>Register-Pajaronian</i>	5,311	USA Weekend
CA	Vacaville	<i>Reporter</i>	18,226	USA Weekend
CA	Fairfield	<i>Republic</i>	19,484	USA Weekend
CA	Hanford	<i>Sentinel</i>	12,107	Parade Magazine
CA	Hanford	<i>Sentinel</i>	12,107	USA Weekend
CA	Santa Cruz	<i>Sentinel</i>	23,168	USA Weekend
CA	Ventura County	<i>Star</i>	94,708	Parade Magazine
CA	Los Angeles County	<i>Star News-Valley Tribune-Daily News</i>	70,715	USA Weekend
CA	San Bernardino	<i>Sun</i>	57,752	USA Weekend
CA	Merced	<i>Sun Star</i>	19,585	Parade Magazine
CA	Grass Valley	<i>The Union</i>	15,804	USA Weekend
CA	Los Angeles	<i>Times</i>	1,101,981	Parade Magazine
CA	Santa Maria	<i>Times</i>	19,964	Parade Magazine
CA	San Mateo/Lompoc	<i>Times</i>	28,694	USA Weekend
CA	Vallejo	<i>Times-Herald</i>	16,912	USA Weekend
CA	Santa Maria/Lompoc	<i>Times-Record</i>	25,428	USA Weekend
CA	Eureka	<i>Times-Standard</i>	20,657	USA Weekend
CA	San Luis Obispo	<i>Tribune</i>	41,794	Parade Magazine
CA	Madera	<i>Tribune</i>	6,000	USA Weekend
CA	Oakland	<i>Tribune</i>	47,215	USA Weekend

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
CA	San Diego	<i>Union-Tribune</i>	355,537	Parade Magazine
CA	Antelope	<i>Valley Press</i>	26,321	Parade Magazine
CA	Imperial	<i>Valley Press</i>	12,099	Parade Magazine
CA	Napa	<i>Valley Register</i>	16,993	Parade Magazine
CA	Napa	<i>Valley Register</i>	16,993	USA Weekend
CO	Pueblo	<i>Chieftan</i>	50,243	Parade Magazine
CO	Trinidad	<i>Chronicale-News</i>	3,020	Parade Magazine
CO	Fort Collins	<i>Coloradoan</i>	30,020	USA Weekend
CO	Montrose	<i>Daily Press</i>	5,572	Parade Magazine
CO	Canon City	<i>Daily Record</i>	7,941	Parade Magazine
CO	Canon City	<i>Daily Record</i>	7,941	USA Weekend
CO	Loveland	<i>Daily Reporter-Herald</i>	18,715	Parade Magazine
CO	Loveland	<i>Daily Reporter-Herald</i>	18,715	USA Weekend
CO	Colorado Springs	<i>Gazette</i>	109,603	Parade Magazine
CO	Durango/Cortez	<i>Herald-Journal</i>	15,919	USA Weekend
CO	Windsor	<i>Now</i>	8,116	Parade Magazine
CO	Denver	<i>Post & Rocky Mountain News</i>	600,026	Parade Magazine
CO	Denver	<i>Post & Rocky Mountain News</i>	590,558	USA Weekend
CO	Grand Junction	<i>Sentinel</i>	33,294	Parade Magazine
CO	Boulder	<i>Sunday Camera</i>	33,124	Parade Magazine
CO	Longmont	<i>Times-Call</i>	22,900	Parade Magazine
CO	Longmont	<i>Times-Call</i>	22,900	USA Weekend
CO	Greeley	<i>Tribune</i>	25,175	USA Weekend
CO	Glenwood Springs	<i>Western Slope</i>	1,900	Parade Magazine
CT	Stamford/Greenwich	<i>Advocate/Times</i>	34,602	Parade Magazine
CT	Norwich	<i>Bulletin</i>	25,164	USA Weekend
CT	Willimantic	<i>Chronicle</i>	7,876	USA Weekend
CT	Bridgeport	<i>Connecticut Post</i>	85,032	Parade Magazine
CT	Bridgeport	<i>Connecticut Post</i>	84,326	USA Weekend
CT	Hartford	<i>Courant</i>	237,933	USA Weekend
CT	New London	<i>Day</i>	40,670	Parade Magazine
CT	New Britain	<i>Herald Press</i>	13,220	Parade Magazine
CT	New Britain	<i>Herald Press</i>	20,096	USA Weekend
CT	Norwalk	<i>Hour</i>	15,200	USA Weekend
CT	Manchester	<i>Journal Inquirer</i>	40,581	Parade Magazine
CT	Danbury	<i>News-Times</i>	31,152	Parade Magazine
CT	Middletown	<i>Press</i>	6,876	Parade Magazine
CT	Meriden	<i>Record-Journal</i>	22,431	Parade Magazine
CT	New Haven	<i>Register</i>	80,279	Parade Magazine
CT	New Haven	<i>Register</i>	80,279	USA Weekend
CT	Torrington	<i>Register Citizen</i>	7,255	Parade Magazine
CT	Torrington	<i>Register Citizen</i>	7,255	USA Weekend
CT	Waterbury	<i>Republican-American</i>	57,385	Parade Magazine
DC	Washington	<i>Examiner</i>	259,906	USA Weekend
DC	Washington	<i>Post</i>	890,163	Parade Magazine
DC	Washington	<i>Times</i>	83,729	USA Weekend
DE	Dover	<i>Delaware State News</i>	21,873	Parade Magazine
DE	Wilmington	<i>News Journal</i>	125,244	USA Weekend
FL	Tampa	<i>Centro Mi Diario</i>	53,334	USA Weekend
FL	Crystal River	<i>Citrus County Chronicle</i>	33,431	USA Weekend
FL	Leesburg	<i>Commercial</i>	19,255	USA Weekend
FL	Cape Coral	<i>Daily Breeze</i>	54,817	Parade Magazine
FL	The Villages	<i>Daily Sun</i>	36,610	USA Weekend
FL	Tallahassee	<i>Democrat</i>	61,827	USA Weekend
FL	Miami	<i>El Nuevo Herald</i>	88,035	Parade Magazine
FL	Ft. Lauderdale	<i>El Sentinel</i>	97,953	USA Weekend
FL	Melbourne	<i>Florida Today</i>	93,604	USA Weekend

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
FL	Jackson County	<i>Floridian</i>	6,376	USA Weekend
FL	Bradenton	<i>Herald</i>	54,210	Parade Magazine
FL	Miami	<i>Herald</i>	311,245	Parade Magazine
FL	Sarasota	<i>Herald-Tribune</i>	125,644	Parade Magazine
FL	Brooksville	<i>Hernando Today</i>	3,944	USA Weekend
FL	Sebring	<i>Highlands Today</i>	18,666	USA Weekend
FL	Lakeland	<i>Ledger</i>	83,860	Parade Magazine
FL	Naples	<i>News</i>	74,553	Parade Magazine
FL	Boca Raton	<i>News</i>	24,000	USA Weekend
FL	Winter Haven	<i>News Chief</i>	9,500	USA Weekend
FL	Panama City	<i>News Herald/Freedom Florida Newspapers</i>	62,689	USA Weekend
FL	Pensacola	<i>News Journal</i>	68,962	USA Weekend
FL	Daytona Beach	<i>News-Journal</i>	116,700	USA Weekend
FL	Ft. Myers	<i>News-Press</i>	111,516	USA Weekend
FL	Treasure Coast	<i>News-Press-Tribune</i>	120,294	Parade Magazine
FL	Fort Walton Beach	<i>Northwest Florida News</i>	41,528	Parade Magazine
FL	Kissimmee	<i>Osceola News-Gazette</i>	40,000	USA Weekend
FL	West Palm Beach	<i>Post</i>	195,608	Parade Magazine
FL	St. Augustine	<i>Record</i>	19,581	USA Weekend
FL	Lake City	<i>Reporter</i>	8,943	Parade Magazine
FL	Orlando	<i>Sentinel</i>	332,030	Parade Magazine
FL	Ocala	<i>Star-Banner</i>	50,185	Parade Magazine
FL	Gainesville	<i>Sun</i>	49,179	Parade Magazine
FL	Charlotte Harbor/Port Charlotte	<i>Sun</i>	57,392	USA Weekend
FL	Tampa/Newport Richey	<i>Suncoast Newspapers</i>	151,319	USA Weekend
FL	Ft. Lauderdale/South Florida	<i>Sun-Sentinel</i>	303,399	USA Weekend
FL	Live Oak	<i>Suwannee Democrat</i>	5,434	USA Weekend
FL	Largo	<i>The Reporter</i>	28,500	Parade Magazine
FL	St. Petersburg	<i>Times</i>	432,779	Parade Magazine
FL	Jacksonville	<i>Times-Union</i>	201,352	USA Weekend
FL	Tampa	<i>Tribune</i>	283,784	Parade Magazine
GA	Athens	<i>Banner-Herald</i>	28,460	USA Weekend
GA	Augusta	<i>Chronicle</i>	83,614	USA Weekend
GA	Dalton	<i>Citizen</i>	12,277	USA Weekend
GA	Dublin	<i>Courier Herald</i>	9,516	USA Weekend
GA	Lawrenceville/Conyers/Rockdale	<i>Daily Post-Citizen</i>	112,086	USA Weekend
GA	Valdosta	<i>Daily Times</i>	18,202	Parade Magazine
GA	Cordele	<i>Dispatch</i>	4,084	Parade Magazine
GA	Tifton	<i>Gazette</i>	7,333	Parade Magazine
GA	Statesboro	<i>Herald</i>	7,642	Parade Magazine
GA	Albany	<i>Herald</i>	22,590	USA Weekend
GA	Perry	<i>Houston Home Journal</i>	10,300	USA Weekend
GA	Atlanta	<i>Journal-Constitution</i>	497,149	Parade Magazine
GA	Marietta	<i>Journal-Neighbor Newspapers</i>	94,825	USA Weekend
GA	LaGrange	<i>LaGrange Daily News</i>	8,550	USA Weekend
GA	Columbus	<i>Ledger-Enquirer</i>	51,434	Parade Magazine
GA	Savannah	<i>Morning News</i>	58,939	USA Weekend
GA	Bryan County	<i>News</i>	2,246	Parade Magazine
GA	Griffin	<i>News</i>	6,246	USA Weekend
GA	Rome	<i>News Tribune</i>	17,914	Parade Magazine
GA	Jonesboro/McDonough	<i>News-Daily Herald</i>	5,152	USA Weekend
GA	Moultrie	<i>Observer</i>	6,280	Parade Magazine
GA	Douglas County	<i>Sentinel</i>	3,113	USA Weekend
GA	Macon	<i>Telegraph</i>	70,438	Parade Magazine
GA	Hinesville	<i>The Coastal Courier</i>	4,464	Parade Magazine
GA	Gainesville	<i>Times</i>	19,062	USA Weekend
GA	Thomasville	<i>Times-Enterprise</i>	9,264	Parade Magazine

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
GA	Carrollton	<i>Times-Georgian</i>	7,849	USA Weekend
GA	Newnan	<i>Times-Herald</i>	10,350	USA Weekend
GA	Americus	<i>Times-Recorder</i>	4,695	Parade Magazine
GA	Milledgeville	<i>Union-Recorder</i>	7,265	USA Weekend
HI	Honolulu	<i>Advertiser</i>	150,276	USA Weekend
HI	Lihue	<i>Garden Island</i>	10,016	USA Weekend
HI	Wailuku	<i>Maui News</i>	25,209	Parade Magazine
HI	Honolulu	<i>Star-Bulletin</i>	60,333	Parade Magazine
HI	Hilo	<i>Tribune-Herald</i>	21,299	USA Weekend
HI	Kailua/Kona	<i>West Hawaii Today</i>	15,184	USA Weekend
IA	Waterloo	<i>Courier</i>	50,322	Parade Magazine
IA	Centerville	<i>Daily Iowegian</i>	2,700	USA Weekend
IA	Cedar Rapids	<i>Gazette</i>	71,521	Parade Magazine
IA	Mason City	<i>Globe-Gazette</i>	21,947	Parade Magazine
IA	Burlington	<i>Hawk Eye</i>	19,973	USA Weekend
IA	Clinton	<i>Herald</i>	11,556	USA Weekend
IA	Muscatine	<i>Journal</i>	8,070	Parade Magazine
IA	Sioux City	<i>Journal</i>	42,354	Parade Magazine
IA	Muscatine	<i>Journal</i>	6,943	USA Weekend
IA	Sioux City	<i>Journal</i>	42,354	USA Weekend
IA	Knoxville	<i>Journal Express</i>	2,155	USA Weekend
IA	Fort Dodge	<i>Messenger</i>	18,242	Parade Magazine
IA	Council Bluffs	<i>Nonpareil</i>	19,854	USA Weekend
IA	Oskaloosa	<i>Oskaloosa Herald</i>	3,195	USA Weekend
IA	Iowa City	<i>Press-Citizen</i>	16,130	USA Weekend
IA	Davenport-Bettendorf	<i>Quad City Times</i>	67,753	Parade Magazine
IA	Des Moines	<i>Register</i>	221,434	USA Weekend
IA	Dubuque	<i>Telegraph-Herald</i>	33,506	USA Weekend
IA	Ottumwa	<i>The Ottumwa Courier</i>	14,308	USA Weekend
IA	Marshalltown	<i>Times-Republican</i>	9,875	Parade Magazine
IA	Ames	<i>Tribune</i>	13,332	Parade Magazine
ID	Nampa-Caldwell	<i>Idaho Press Tribune</i>	21,397	Parade Magazine
ID	Pocatello	<i>Idaho State Journal</i>	18,750	Parade Magazine
ID	Boise	<i>Idaho Statesman</i>	81,939	Parade Magazine
ID	Idaho Falls	<i>Post-Register</i>	24,113	Parade Magazine
ID	Coeur D'Alene	<i>Press</i>	30,986	USA Weekend
ID	Rexburg	<i>Standard Journal</i>	4,958	Parade Magazine
ID	Rexburg	<i>Standard Journal</i>	4,950	USA Weekend
ID	Twin Falls	<i>Times-News</i>	23,577	Parade Magazine
ID	Lewiston-Clarkson	<i>Tribune</i>	25,474	Parade Magazine
IL	West Frankfort	<i>American</i>	1,730	USA Weekend
IL	Rock Island/Moline/East Moline	<i>Argus-Dispatch</i>	42,832	USA Weekend
IL	Aurora	<i>Beacon News</i>	28,467	USA Weekend
IL	Geneva	<i>Chronicle</i>	11,990	USA Weekend
IL	Danville	<i>Commercial-News</i>	14,816	USA Weekend
IL	Elgin	<i>Courier News</i>	11,638	USA Weekend
IL	De Kalb	<i>Daily Chronicle</i>	11,249	USA Weekend
IL	Morris	<i>Daily Herald</i>	6,826	USA Weekend
IL	Canton	<i>Daily Ledger</i>	5,000	Parade Magazine
IL	Effingham	<i>Daily News</i>	12,105	USA Weekend
IL	Monmouth	<i>Daily Review atlas</i>	2,500	Parade Magazine
IL	Pekin	<i>Daily Times</i>	8,788	Parade Magazine
IL	Pekin	<i>Daily Times</i>	7,994	USA Weekend
IL	Shelbyville	<i>Daily Union</i>	2,750	USA Weekend
IL	Du Quoin	<i>Evening Call</i>	3,800	USA Weekend
IL	Benton	<i>Evening News</i>	2,798	USA Weekend
IL	Suburban Chicago	<i>Herald</i>	141,091	USA Weekend

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
IL	Decatur	<i>Herald and Review</i>	47,436	Parade Magazine
IL	Joliet	<i>Herald-News</i>	41,750	USA Weekend
IL	Quincy	<i>Herald-Whig</i>	23,939	Parade Magazine
IL	Macomb	<i>Journal</i>	5,300	Parade Magazine
IL	Eldorado	<i>Journal</i>	1,170	USA Weekend
IL	Mattoon	<i>Journal Gazette</i>	9,124	USA Weekend
IL	Jacksonville	<i>Journal-Courier</i>	12,811	USA Weekend
IL	Freeport	<i>Journal-Standard</i>	12,330	Parade Magazine
IL	Peoria	<i>Journal-Star</i>	80,394	Parade Magazine
IL	Pontiac	<i>Leader</i>	5,200	USA Weekend
IL	Waukegan/Lake County	<i>News Sun</i>	18,867	USA Weekend
IL	Belleville	<i>News-Democrat</i>	63,113	Parade Magazine
IL	Belleville	<i>News-Democrat TMC</i>	10,000	Parade Magazine
IL	Champaign	<i>News-Gazette</i>	45,030	Parade Magazine
IL	La Salle/Peru/Oglesby/Spring Valley	<i>News-Tribune</i>	17,098	USA Weekend
IL	Crystal Lake	<i>Northwest Herald</i>	38,865	USA Weekend
IL	Bloomington	<i>Pantagraph</i>	50,081	Parade Magazine
IL	Chicago	<i>Redeye</i>	94,291	Parade Magazine
IL	Harrisburg	<i>Register</i>	787	USA Weekend
IL	Rockford	<i>Register Star</i>	69,693	USA Weekend
IL	Galesburg	<i>Register-Mail</i>	13,090	Parade Magazine
IL	Mount Vernon	<i>Register-News</i>	8,969	USA Weekend
IL	Marion	<i>Republican</i>	3,069	USA Weekend
IL	Sterling/Rock Falls	<i>Sauk Valley</i>	18,964	USA Weekend
IL	Centralia-Central City	<i>Sentinel</i>	14,168	Parade Magazine
IL	Carbondale	<i>Southern Illinoisan</i>	36,975	Parade Magazine
IL	Suburban Chicago	<i>Southtown</i>	63,105	USA Weekend
IL	Kewanee	<i>Star Courier</i>	6,000	Parade Magazine
IL	Springfield	<i>State Journal-Register</i>	58,272	Parade Magazine
IL	Naperville	<i>Sun</i>	15,653	USA Weekend
IL	Chicago	<i>Sun-Times</i>	247,469	USA Weekend
IL	Kankakee	<i>The Daily Journal</i>	29,302	USA Weekend
IL	Ottawa	<i>The Times</i>	15,074	Parade Magazine
IL	Charleston	<i>Times-Courier</i>	5,555	USA Weekend
IL	Chicago	<i>Tribune</i>	898,703	Parade Magazine
IN	Marion	<i>Chronicle Tribune</i>	16,265	USA Weekend
IN	Evansville	<i>Courier & Press</i>	86,201	Parade Magazine
IN	New Castle	<i>Courier-Times</i>	7,333	USA Weekend
IN	Franklin	<i>Daily Journal</i>	17,113	Parade Magazine
IN	Greenfield	<i>Daily Reporter</i>	9,695	Parade Magazine
IN	New Albany/Jeffersonville	<i>Evening News/Tribune</i>	14,148	Parade Magazine
IN	Auburn	<i>Evening Star</i>	6,563	USA Weekend
IN	Greensburg	<i>Greensburg Daily News</i>	5,300	USA Weekend
IN	Jasper	<i>Herald</i>	12,134	USA Weekend
IN	La Porte	<i>Herald Argus</i>	11,251	USA Weekend
IN	Anderson	<i>Herald Bulletin</i>	22,508	Parade Magazine
IN	Monticello	<i>Herald-Journal</i>	5,067	USA Weekend
IN	Huntington	<i>Herald-Press</i>	6,250	USA Weekend
IN	Angola	<i>Herald-Republican</i>	4,865	USA Weekend
IN	Lafayette/West Lafayette	<i>Journal and Courier</i>	34,726	USA Weekend
IN	Crawfordsville	<i>Journal Review</i>	7,901	USA Weekend
IN	Fort Wayne	<i>Journal-Gazette</i>	111,485	Parade Magazine
IN	Goshen	<i>News</i>	13,012	Parade Magazine
IN	Shelbyville	<i>News</i>	8,716	USA Weekend
IN	Connersville	<i>News Examiner</i>	6,397	USA Weekend
IN	Bluffton	<i>News-Banner</i>	5,016	USA Weekend
IN	Michigan City	<i>News-Dispatch</i>	10,293	USA Weekend

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
IN	Ft. Wayne	<i>News-Sentinel</i>	24,093	USA Weekend
IN	Kendallville	<i>News-Sun</i>	8,232	USA Weekend
IN	Richmond	<i>Palladium-Item</i>	19,289	USA Weekend
IN	Logansport	<i>Pharos-Tribune</i>	9,190	Parade Magazine
IN	Wabash	<i>Plain Dealer</i>	4,442	USA Weekend
IN	Merriville	<i>Post-Tribune</i>	61,118	USA Weekend
IN	Indianapolis	<i>Star</i>	324,349	USA Weekend
IN	Muncie	<i>Star-Press</i>	32,589	USA Weekend
IN	Vincennes	<i>Sun-Commercial</i>	10,605	USA Weekend
IN	Batesville	<i>The Herald Tribune</i>	3,100	USA Weekend
IN	Lebanon	<i>The Reporter</i>	5,100	USA Weekend
IN	Columbus	<i>The Republic</i>	21,380	Parade Magazine
IN	Columbus	<i>The Republic</i>	20,212	USA Weekend
IN	Rushville	<i>The Republican</i>	3,100	USA Weekend
IN	Munster	<i>Times</i>	92,347	Parade Magazine
IN	Frankfort	<i>Times</i>	5,126	USA Weekend
IN	Bloomington-Bedford	<i>Times</i>	40,787	Parade Magazine
IN	Warsaw	<i>Times-Union</i>	11,483	USA Weekend
IN	Kokomo	<i>Tribune</i>	20,570	Parade Magazine
IN	South Bend	<i>Tribune</i>	89,802	Parade Magazine
IN	Peru	<i>Tribune</i>	5,837	USA Weekend
IN	Seymour	<i>Tribune</i>	9,047	USA Weekend
IN	Terre Haute	<i>Tribune-Star</i>	27,437	Parade Magazine
IN	Elkhart	<i>Truth</i>	24,279	USA Weekend
KS	Topeka	<i>Capital-Journal</i>	53,180	USA Weekend
KS	Winfield	<i>Courier</i>	4,487	USA Weekend
KS	Wichita	<i>Eagle</i>	130,333	Parade Magazine
KS	Emporia	<i>Gazette</i>	6,902	USA Weekend
KS	Dodge City	<i>Globe</i>	6,341	USA Weekend
KS	Salina	<i>Journal</i>	28,058	Parade Magazine
KS	Salina	<i>Journal</i>	28,058	USA Weekend
KS	Lawrence	<i>Journal-World</i>	19,204	USA Weekend
KS	Kansas City	<i>Kansan</i>	3,071	USA Weekend
KS	Newton	<i>Kansan</i>	7,868	USA Weekend
KS	Olathe	<i>News</i>	4,122	Parade Magazine
KS	Hays	<i>News</i>	13,186	USA Weekend
KS	Hutchinson	<i>News</i>	34,073	USA Weekend
KS	Parsons	<i>Parsons Sun</i>	6,358	USA Weekend
KS	Pittsburg	<i>Sun</i>	7,482	USA Weekend
KS	Garden City	<i>Telegram</i>	7,966	USA Weekend
KS	Chanute	<i>The Chanute Tribune</i>	4,100	USA Weekend
KS	Manhattan	<i>The Manhattan Mercury</i>	11,057	Parade Magazine
KS	Ottawa	<i>The Ottawa Herald</i>	5,210	USA Weekend
KS	Leavenworth	<i>Times</i>	4,703	USA Weekend
KS	Arkansas City	<i>Traveler</i>	3,879	USA Weekend
KS	Great Bend	<i>Tribune</i>	6,079	Parade Magazine
KY	Somerset	<i>Commonwealth Journal</i>	8,958	Parade Magazine
KY	Louisville	<i>Courier-Journal</i>	258,778	USA Weekend
KY	Harlan	<i>Enterprise</i>	6,581	USA Weekend
KY	Glasgow	<i>Glasgow Daily Times</i>	9,100	Parade Magazine
KY	Henderson	<i>Gleaner</i>	11,560	Parade Magazine
KY	Lexington	<i>Herald-Leader</i>	135,250	Parade Magazine
KY	Maysville	<i>Ledger Independent</i>	8,285	Parade Magazine
KY	Maysville	<i>Ledger Independent</i>	8,285	USA Weekend
KY	Madisonville	<i>Messenger</i>	7,515	USA Weekend
KY	Owensboro	<i>Messenger-Inquirer</i>	29,621	USA Weekend
KY	Hopkinsville	<i>New Era</i>	10,003	USA Weekend

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
KY	Bowling Green	<i>News</i>	24,805	Parade Magazine
KY	Middlesboro	<i>News</i>	5,391	USA Weekend
KY	Elizabethtown	<i>News-Enterprise</i>	20,053	Parade Magazine
KY	Richmond	<i>Register</i>	6,081	USA Weekend
KY	Paducah	<i>Sun</i>	26,833	USA Weekend
KY	Ashland	<i>Sunday Independent</i>	17,321	Parade Magazine
KY	Danville	<i>The Kentucky Advocate</i>	10,619	Parade Magazine
KY	London	<i>The Sentinel-Echo</i>	8,425	USA Weekend
KY	Corbin	<i>Times-Tribune</i>	6,800	USA Weekend
LA	LA State Newspaper Group	<i>Abbeville/Eunice/Vill</i>	11,708	Parade Magazine
LA	Lafayette	<i>Advertiser</i>	50,554	USA Weekend
LA	Baton Rouge	<i>Advocate</i>	121,677	Parade Magazine
LA	Lake Charles	<i>American Press</i>	39,825	Parade Magazine
LA	Thibodaux	<i>Comet</i>	10,501	USA Weekend
LA	Houma	<i>Daily Courier</i>	18,857	Parade Magazine
LA	Bogalusa	<i>Daily News</i>	4,936	USA Weekend
LA	Ruston	<i>Leader</i>	6,200	Parade Magazine
LA	Monroe	<i>News-Star</i>	37,003	USA Weekend
LA	Crowley	<i>Post Signal</i>	3,800	Parade Magazine
LA	Covington	<i>St. Tammany News</i>	6,997	USA Weekend
LA	Hammond	<i>Star</i>	11,650	USA Weekend
LA	New Iberia	<i>Sunday Iberian</i>	14,338	USA Weekend
LA	Shreveport	<i>Times</i>	62,753	USA Weekend
LA	New Orleans	<i>Times-Picayune</i>	199,647	Parade Magazine
LA	Alexandria	<i>Town Talk</i>	34,382	USA Weekend
LA	Opelousas	<i>World</i>	10,506	USA Weekend
MA	Newburyport	<i>Daily News</i>	12,262	USA Weekend
MA	Gloucester	<i>Daily Times</i>	9,947	USA Weekend
MA	Pittsfield/Berkshire	<i>Eagle</i>	29,838	USA Weekend
MA	North Andover	<i>Eagle-Tribune</i>	47,060	USA Weekend
MA	Brockton	<i>Enterprise</i>	34,932	USA Weekend
MA	Taunton	<i>Gazette</i>	8,660	USA Weekend
MA	Boston	<i>Globe</i>	525,959	Parade Magazine
MA	Northampton	<i>Hampshire Gazette</i>	19,082	USA Weekend
MA	Boston	<i>Herald</i>	105,629	USA Weekend
MA	Fall River	<i>Herald News</i>	19,849	USA Weekend
MA	Framingham/Milford	<i>Metrowest News</i>	34,634	USA Weekend
MA	Salem	<i>News</i>	29,125	USA Weekend
MA	Quincy	<i>Patriot Ledger</i>	60,953	USA Weekend
MA	Greenfield	<i>Recorder</i>	13,848	USA Weekend
MA	Fitchburg	<i>Sentinel & Enterprise</i>	17,854	USA Weekend
MA	New Bedford	<i>Standard-Times</i>	30,549	Parade Magazine
MA	Lowell	<i>Sun</i>	50,245	USA Weekend
MA	Attleboro	<i>Sun Chronicle</i>	18,655	USA Weekend
MA	Cape Cod	<i>Sunday Cape Cod Times</i>	47,482	Parade Magazine
MA	Springfield	<i>Sunday Republican</i>	119,014	Parade Magazine
MA	Worcester	<i>Sunday Telegram</i>	96,553	Parade Magazine
MA	North Adams	<i>Transcript</i>	6,827	USA Weekend
MD	Annapolis	<i>Capital</i>	44,776	USA Weekend
MD	Westminster	<i>Carrol County Times</i>	26,954	USA Weekend
MD	Baltimore	<i>Examiner</i>	335,285	USA Weekend
MD	Hagerstown	<i>Herald/Mail</i>	37,027	Parade Magazine
MD	Frederick	<i>News-Post</i>	38,018	USA Weekend
MD	Baltimore	<i>Sun</i>	372,970	Parade Magazine
MD	Easton	<i>Sunday Star</i>	17,385	USA Weekend
MD	Salisbury	<i>Times</i>	27,308	USA Weekend

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
MD	Cumberland	<i>Times-News</i>	29,869	Parade Magazine
ME	Biddeford	<i>Journal-Tribune</i>	8,188	USA Weekend
ME	Augusta-Waterville	<i>Kennebec Journal-Morning Sentinel</i>	29,599	USA Weekend
ME	Bangor	<i>News</i>	63,299	USA Weekend
ME	Lewiston/Auburn	<i>Sun-Journal</i>	33,301	USA Weekend
ME	Portland	<i>Telegram</i>	99,116	Parade Magazine
MI	Utica	<i>Advisor & Source Newspapers</i>	120,789	Parade Magazine
MI	Owosso	<i>Argus-Press</i>	9,260	USA Weekend
MI	Muskegon	<i>Chronicle</i>	45,583	Parade Magazine
MI	Jackson	<i>Citizen Patriot</i>	34,812	Parade Magazine
MI	Midland	<i>Daily News</i>	17,444	Parade Magazine
MI	Adrian	<i>Daily Telegram</i>	15,390	Parade Magazine
MI	Huron	<i>Daily Tribune</i>	6,998	Parade Magazine
MI	Battle Creek	<i>Enquirer</i>	20,854	USA Weekend
MI	Kalamazoo	<i>Gazette</i>	65,693	Parade Magazine
MI	Benton Harbor/St. Joseph	<i>Herald-Palladium</i>	22,470	USA Weekend
MI	Flint	<i>Journal</i>	91,017	Parade Magazine
MI	Howell	<i>Livingston County Daily Press & Argus</i>	16,529	USA Weekend
MI	Mount Clemens	<i>Macomb Daily</i>	59,863	Parade Magazine
MI	Houghton	<i>Mining Gazette</i>	8,670	USA Weekend
MI	Marquette	<i>Mining Journal</i>	15,842	Parade Magazine
MI	Mount Pleasant	<i>Morning Sun</i>	10,865	Parade Magazine
MI	Ann Arbor	<i>News</i>	57,057	Parade Magazine
MI	Monroe	<i>News</i>	22,853	Parade Magazine
MI	Saginaw	<i>News</i>	48,839	Parade Magazine
MI	Alpena	<i>News</i>	10,645	USA Weekend
MI	Cadillac	<i>News</i>	8,952	USA Weekend
MI	Greenville	<i>News</i>	8,452	USA Weekend
MI	Hillsdale	<i>News</i>	6,195	USA Weekend
MI	Iron Mountain/Kingsford	<i>News</i>	10,081	USA Weekend
MI	Detroit	<i>News and Free Press</i>	606,374	USA Weekend
MI	Southgate	<i>News Herald</i>	44,931	Parade Magazine
MI	Petoskey	<i>News-Review</i>	10,717	Parade Magazine
MI	Livonia	<i>Observer and Eccentric</i>	154,145	USA Weekend
MI	Big Rapids/Manistee	<i>Pioneer-News Advocate</i>	5,364	USA Weekend
MI	Grand Rapids	<i>Press</i>	177,026	Parade Magazine
MI	Escanaba	<i>Press</i>	9,192	USA Weekend
MI	Dearborn	<i>Press & Guide</i>	12,243	Parade Magazine
MI	Traverse City	<i>Record-Eagle</i>	32,547	Parade Magazine
MI	Holland	<i>Sentinel</i>	17,212	USA Weekend
MI	Lansing	<i>State Journal</i>	76,887	USA Weekend
MI	Lapeer	<i>The County Press</i>	11,061	Parade Magazine
MI	Livonia	<i>The Mirror</i>	40,250	USA Weekend
MI	Pontiac	<i>The Oakland Press</i>	76,937	Parade Magazine
MI	Bay City	<i>Times</i>	38,715	Parade Magazine
MI	Port Huron	<i>Times-Herald</i>	26,926	USA Weekend
MI	Royal Oak	<i>Tribune</i>	10,339	Parade Magazine
MI	Grand Haven	<i>Tribune</i>	10,019	USA Weekend
MI	Detroit	<i>Weekend Voice</i>	16,525	Parade Magazine
MN	Worthington	<i>Daily Globe</i>	9,086	Parade Magazine
MN	Brainerd	<i>Dispatch</i>	15,862	USA Weekend
MN	Mankato - N. Mankato	<i>Free Press</i>	21,734	Parade Magazine
MN	Stillwater	<i>Gazette</i>	2,121	USA Weekend
MN	Austin	<i>Herald</i>	5,548	Parade Magazine
MN	Marshall	<i>Independent</i>	6,984	USA Weekend

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
MN	New Ulm	<i>Journal</i>	8,555	Parade Magazine
MN	Fergus Falls	<i>Journal</i>	7,016	USA Weekend
MN	Virginia	<i>Mesabi News</i>	10,488	USA Weekend
MN	Faribault	<i>News</i>	6,163	Parade Magazine
MN	Northfield	<i>News</i>	4,900	Parade Magazine
MN	Winona	<i>News</i>	12,369	Parade Magazine
MN	Duluth	<i>News-Tribune</i>	60,885	Parade Magazine
MN	Owatonna	<i>People's Press</i>	7,540	Parade Magazine
MN	Bemidji	<i>Pioneer</i>	10,036	Parade Magazine
MN	St. Paul	<i>Pioneer Press</i>	252,055	Parade Magazine
MN	Rochester	<i>Post-Bulletin</i>	45,504	USA Weekend
MN	Red Wing	<i>Republican Eagle</i>	5,870	Parade Magazine
MN	Fairmont	<i>Sentinel</i>	6,525	USA Weekend
MN	Minneapolis/St. Paul	<i>Star Tribune</i>	529,469	USA Weekend
MN	West Central	<i>Tibune</i>	16,341	Parade Magazine
MN	St. Cloud	<i>Times</i>	35,654	USA Weekend
MN	Albert Lea	<i>Tribune</i>	6,669	Parade Magazine
MN	Willmar	<i>West Central Tribune</i>	16,285	USA Weekend
MO	Hannibal	<i>Courier-Post</i>	7,329	USA Weekend
MO	Poplar Bluff	<i>Daily American</i>	12,124	Parade Magazine
MO	Kennett	<i>Daily Dunken Democrat</i>	3,965	Parade Magazine
MO	Park Hills	<i>Daily Journal</i>	8,397	Parade Magazine
MO	Dexter	<i>Daily Statesman</i>	3,446	Parade Magazine
MO	Sedalia	<i>Democrat</i>	10,478	USA Weekend
MO	Independence/Blue Springs	<i>Examiner</i>	13,101	USA Weekend
MO	Joplin	<i>Globe</i>	33,093	Parade Magazine
MO	Columbia	<i>Missourian</i>	4,835	Parade Magazine
MO	Jefferson City	<i>News & Tribune</i>	22,093	Parade Magazine
MO	Springfield	<i>News-Leader</i>	77,607	USA Weekend
MO	St. Joseph	<i>News-Press</i>	35,784	Parade Magazine
MO	St. Louis	<i>Post-Dispatch</i>	414,564	Parade Magazine
MO	Cape Girardeau	<i>Southern Missourian</i>	19,800	Parade Magazine
MO	Sikeston	<i>Standard Democrat</i>	6,412	Parade Magazine
MO	Kansas City	<i>Star</i>	345,332	Parade Magazine
MO	St. Louis	<i>Suburban Newspapers of Greater</i>	301,173	Parade Magazine
MO	Nevada	<i>Sunday Journal</i>	5,932	Parade Magazine
MO	Callaway	<i>The Fulton Sun</i>	3,900	Parade Magazine
MO	Columbia	<i>Tribune</i>	18,131	USA Weekend
MS	Hattiesburg	<i>American</i>	20,970	USA Weekend
MS	Jackson	<i>Clarion-Ledger</i>	95,180	USA Weekend
MS	Columbus	<i>Commercial Dispatch</i>	14,018	Parade Magazine
MS	Greenwood	<i>Commonwealth</i>	7,273	Parade Magazine
MS	Corinth	<i>Corinthian</i>	6,416	USA Weekend
MS	Natchez	<i>Democrat</i>	10,500	USA Weekend
MS	Delta	<i>Democrat Times</i>	9,334	Parade Magazine
MS	McComb	<i>Enterprise-Journal</i>	11,761	Parade Magazine
MS	Brookhaven	<i>Leader</i>	6,451	Parade Magazine
MS	Laurel	<i>Leader-Call</i>	7,454	Parade Magazine
MS	Tupelo	<i>Northeast Mississippi Journal</i>	36,809	Parade Magazine
MS	Picayune	<i>Picayune Item</i>	5,369	Parade Magazine
MS	Vicksburg	<i>Post</i>	14,111	Parade Magazine
MS	Clarksdale	<i>Press Register</i>	4,256	Parade Magazine
MS	Meridian	<i>Star</i>	14,911	Parade Magazine
MS	Biloxi	<i>Sun Herald</i>	48,757	Parade Magazine
MT	Bozeman	<i>Chronicle</i>	18,572	Parade Magazine

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
MT	Kalispell	<i>Daily Inter Lake</i>	17,480	Parade Magazine
MT	Billings	<i>Gazette</i>	50,940	Parade Magazine
MT	Helena	<i>Independent-Record</i>	14,678	Parade Magazine
MT	Missoula	<i>Missoulian</i>	32,480	Parade Magazine
MT	Butte-Anaconda	<i>Montana Standard</i>	14,962	Parade Magazine
MT	Great Falls	<i>Tribune</i>	33,066	USA Weekend
NC	Monroe	<i>Carolina MoneySaver</i>	34,000	USA Weekend
NC	Asheville	<i>Citizen-Times</i>	55,991	USA Weekend
NC	Forest City	<i>Courier</i>	8,926	USA Weekend
NC	Asheboro	<i>Courier-Tribune</i>	14,493	USA Weekend
NC	Elizabeth City	<i>Daily Advance</i>	10,258	Parade Magazine
NC	Richmond County	<i>Daily Journal</i>	7,253	Parade Magazine
NC	Washington	<i>Daily News</i>	8,829	Parade Magazine
NC	Washington	<i>Daily News</i>	8,829	USA Weekend
NC	Henderson	<i>Dispatch</i>	7,473	USA Weekend
NC	Lexington	<i>Dispatch</i>	10,555	USA Weekend
NC	Monroe	<i>Enquirer-Journal</i>	8,193	USA Weekend
NC	High Point	<i>Enterprise</i>	22,467	USA Weekend
NC	Kinston	<i>Free Press</i>	12,385	USA Weekend
NC	Gastonia	<i>Gaston Gazette</i>	30,567	USA Weekend
NC	Roanoke Rapids	<i>Herald</i>	11,007	USA Weekend
NC	Sanford	<i>Herald</i>	8,834	USA Weekend
NC	Durham	<i>Herald-Sun</i>	32,711	USA Weekend
NC	Sampson	<i>Independent</i>	8,285	Parade Magazine
NC	Concord/Kannapolis	<i>Independent Tribune</i>	18,917	USA Weekend
NC	Winston-Salem	<i>Journal</i>	92,360	Parade Magazine
NC	Chapel Hill	<i>News</i>	19,628	Parade Magazine
NC	Durham	<i>News</i>	54,672	Parade Magazine
NC	Eden	<i>News</i>	3,872	USA Weekend
NC	Jacksonville	<i>News</i>	20,496	USA Weekend
NC	Mount Airy	<i>News</i>	10,500	USA Weekend
NC	Greensboro	<i>News & Record</i>	101,409	Parade Magazine
NC	Raleigh	<i>News and Observer</i>	211,245	Parade Magazine
NC	Morganton	<i>News-Herald</i>	10,851	USA Weekend
NC	Lenoir	<i>News-Topic</i>	8,159	USA Weekend
NC	Charlotte	<i>Observer</i>	264,170	Parade Magazine
NC	Fayetteville	<i>Observer-Times</i>	65,595	Parade Magazine
NC	Hickory	<i>Record</i>	24,039	USA Weekend
NC	Statesville	<i>Record & Landmark</i>	17,010	USA Weekend
NC	Greenville	<i>Reflector</i>	22,553	Parade Magazine
NC	Reidsville	<i>Review</i>	6,849	USA Weekend
NC	Salisbury/Spencer/East Spencer	<i>Salisbury Post</i>	22,124	USA Weekend
NC	Shelby	<i>Star</i>	13,613	USA Weekend
NC	Wilmington	<i>Star, Star-News</i>	53,746	Parade Magazine
NC	Myrtle Beach	<i>Sunday News-Argus</i>	21,152	Parade Magazine
NC	New Bern	<i>Sun-Journal</i>	16,077	USA Weekend
NC	Rocky Mount	<i>Telegram</i>	16,362	Parade Magazine
NC	Tarboro	<i>The Daily Southerner</i>	3,500	USA Weekend
NC	Laurinburg	<i>The Laurinburg Exchange</i>	4,502	USA Weekend
NC	Southern Pines	<i>The Pilot</i>	14,650	USA Weekend
NC	Lumberton	<i>The Robesonian</i>	14,975	Parade Magazine
NC	Albemarle	<i>The Stanley News & Press</i>	9,610	USA Weekend
NC	Wilson	<i>Times</i>	16,777	USA Weekend
NC	Hendersonville	<i>Times-News</i>	17,173	Parade Magazine
NC	Burlington	<i>Times-News</i>	26,364	USA Weekend

Newspapers in the Parade and USA Weekend Networks

State	City	Newspaper	Circulation	Sunday Magazine
NC	Charlotte	<i>Weekly Herald</i>	72,000	USA Weekend
ND	Fargo	<i>Forum</i>	58,277	Parade Magazine
ND	Grand Forks	<i>Herald</i>	28,755	Parade Magazine
ND	Grand Forks	<i>Herald</i>	28,379	USA Weekend
ND	Minot	<i>News</i>	19,441	Parade Magazine
ND	Dickinson	<i>Press</i>	5,807	Parade Magazine
ND	Jamestown	<i>Sun</i>	6,800	Parade Magazine
ND	Bismarck	<i>Tribune</i>	30,321	Parade Magazine
ND	Bismarck	<i>Tribune</i>	30,321	USA Weekend
NE	Beatrice	<i>Daily Sun</i>	7,108	Parade Magazine
NE	Beatrice	<i>Daily Sun</i>	7,108	USA Weekend
NE	Kearney	<i>Hub</i>	13,858	USA Weekend
NE	Grand Island	<i>Independent</i>	22,285	Parade Magazine
NE	Grand Island	<i>Independent</i>	22,285	USA Weekend
NE	Lincoln	<i>Journal Star</i>	82,266	Parade Magazine
NE	Lincoln	<i>Journal-Star</i>	82,266	USA Weekend
NE	York	<i>News Times</i>	4,422	Parade Magazine
NE	York	<i>News-Times</i>	4,422	USA Weekend
NE	Norfolk	<i>Norfolk Daily News</i>	16,440	USA Weekend
NE	Scottsbluff	<i>Star-Herald</i>	15,136	Parade Magazine
NE	Columbus	<i>Telegram</i>	9,882	Parade Magazine
NE	Columbus	<i>Telegram</i>	9,882	USA Weekend
NE	North Platte	<i>Telegraph</i>	12,080	Parade Magazine
NE	Fremont	<i>Tribune</i>	8,414	USA Weekend
NE	Omaha	<i>World-Herald</i>	219,795	Parade Magazine
NH	Dover/Laconia	<i>Citizen-Foster's Sunday Citizen</i>	28,153	USA Weekend
NH	Portsmouth	<i>Herald</i>	16,507	Parade Magazine
NH	Concord	<i>Monitor</i>	19,824	USA Weekend
NH	Keene	<i>Sentinel</i>	11,970	Parade Magazine
NH	Keene	<i>Sentinel</i>	11,970	USA Weekend
NH	Manchester	<i>Sunday News</i>	67,226	Parade Magazine
NH	Nashua	<i>Telegraph</i>	28,600	USA Weekend
NH	Lebanon/Hanover	<i>Valley News</i>	16,255	USA Weekend
NJ	Neptune	<i>Asbury Park Press</i>	184,095	USA Weekend
NJ	Willingboro	<i>Burlington County Times</i>	36,948	Parade Magazine
NJ	Bridgewater	<i>Courier-News</i>	30,940	USA Weekend
NJ	Camden/Cherry Hill	<i>Courier-Post</i>	78,706	USA Weekend
NJ	Woodbury	<i>Gloucester City Times</i>	25,131	Parade Magazine
NJ	New Jersey	<i>Herlad</i>	19,151	Parade Magazine
NJ	East Brunswick	<i>Home News Tribune</i>	54,170	USA Weekend
NJ	Vineland	<i>Journal</i>	18,032	USA Weekend

EXHIBIT 2

Channel	Sub Channel	URL
B2B	Agriculture & Food	FarmShows.com
B2B	Agriculture & Food	Feedandgrain.com
B2B	Agriculture & Food	fesmag.com
B2B	Agriculture & Food	Foodlogistics.com
B2B	Agriculture & Food	Frozenfoodage.com
B2B	Aviation & Transportation	Airportbusiness.com
B2B	Aviation & Transportation	AMTonline.com
B2B	Aviation & Transportation	aviationweek.com
B2B	Aviation & Transportation	Fleetmag.com
B2B	Aviation & Transportation	Groundsupportworldwide.com
B2B	Aviation & Transportation	LightTruckBiz.com
B2B	Aviation & Transportation	Masstransitmag.com
B2B	Aviation & Transportation	PTEN.com
B2B	Building & Home Products	Electrical Contracting Products
B2B	Building & Home Products	Kitchenbathdesign.com
B2B	Building & Home Products	Laminateonline.com
B2B	Building & Home Products	Qualifiedremodeler.com
B2B	Building & Home Products	RDBmagazine.com
B2B	Building & Home Products	SurfaceFabrication.com
B2B	Building & Home Products	WoodDigest.com
B2B	Construction Equipment	Asphalt.com
B2B	Construction Equipment	Concretecontractormag.com
B2B	Construction Equipment	construction.com
B2B	Construction Equipment	Constructiondist.com
B2B	Construction Equipment	EquipmentToday.com
B2B	Construction Equipment	forconstructionpros.com
B2B	Construction Equipment	Pavementonline.com
B2B	Construction Equipment	platts.com
B2B	Construction Equipment	RentalProductNews.com
B2B	Electronics	edn.com
B2B	Electronics	electronicnews.com
B2B	Electronics	semiconductor.net
B2B	Electronics	tmworld.com
B2B	Electronics	tmworldcn.com
B2B	Fire Rescue & EMS	EMSresponder.com
B2B	Fire Rescue & EMS	Firehouse.com
B2B	General	cygnusb2b.com
B2B	General	toolkit.cch.com
B2B	Gifts & Furnishings	casualiving.com
B2B	Gifts & Furnishings	furnituretoday.com
B2B	Gifts & Furnishings	gardendecor.net
B2B	Gifts & Furnishings	giftsanddec.com
B2B	Gifts & Furnishings	homeaccentstoday.com
B2B	Gifts & Furnishings	hometextilestoday.com
B2B	Gifts & Furnishings	playthings.com
B2B	Gifts & Furnishings	twice.com
B2B	Hospitality	chainleader.com
B2B	Hospitality	hotelsmag.com
B2B	Hospitality	rimag.com
B2B	Jewelry	jckonline.com
B2B	Jewelry	Lustremag.com

Channel	Sub Channel	URL
B2B	Jewelry	Modernjeweler.com
B2B	Landscape & Ground Maintenance	PROmagazine.com
B2B	Landscape & Ground Maintenance	Yardngarden.com
B2B	Law Enforcement	Law-enforcement.com
B2B	Law Enforcement	Officer.com
B2B	Manufacturing	acppubs.com
B2B	Manufacturing	asiafoodjournal.com
B2B	Manufacturing	bdcmag.com
B2B	Manufacturing	Campusfacilitymaintenance.com
B2B	Manufacturing	constructionequipment.com
B2B	Manufacturing	controleng.com
B2B	Manufacturing	csemag.com
B2B	Manufacturing	Fandmmag.com
B2B	Manufacturing	inddist.com
B2B	Manufacturing	interiordesign.net
B2B	Manufacturing	logisticsmgmt.com
B2B	Manufacturing	Maintenancesuppliesmag.com
B2B	Manufacturing	mbtmag.com
B2B	Manufacturing	mdronline.com
B2B	Manufacturing	mmh.com
B2B	Manufacturing	OEMOff-Highway.com
B2B	Manufacturing	plantengineering.com
B2B	Manufacturing	reedconnect.com
B2B	Manufacturing	reedconstructiondata.com
B2B	Manufacturing	reedfirstsource.com
B2B	Manufacturing	scmr.com
B2B	Media	broadcastingcable.com
B2B	Media	criticismmagazine.com
B2B	Media	libraryjournal.com
B2B	Media	marketcastonline.com
B2B	Media	multichannel.com
B2B	Media	publishersweekly.com
B2B	Media	slj.com
B2B	Media	tradeshowsweek.com
B2B	Media	variety.com
B2B	Media	videobusiness.com
B2B	News	businessweek.com
B2B	Photography & Imaging	Imaginginfo.com
B2B	Printing	convertingmagazine.com
B2B	Printing	gabb.com
B2B	Printing	graphicartsonline.com
B2B	Printing	Inkmakeronline.com
B2B	Printing	packagingdigest.com
B2B	Printing	printingnews.com
B2B	Printing	Quickprinting.com
B2B	Printing	wideformatimaging.com
B2B	Printing	Wide-Formatimaging.com
B2B	Professional	books.mcgraw-hill.com
B2B	Professional	booksmcgrawhill.com
B2B	Professional	epdmh.com
B2B	Professional	epd-mh.com

Channel	Sub Channel	URL
B2B	Security	LLedger.com
B2B	Security	SecurityInfoWatch.com
B2B	Sporting Goods & Recreation	ANSOMmag.com
B2B	Sporting Goods & Recreation	RVtradedigest.com
B2B	Technology	cpasn.com
B2B	Technology	SDCExec.com
B2B	Vending Equipment & Services	AMonline.com
B2B	Vending Equipment & Services	VendingMarketWatch.com
Education	College	ndnation.com
Education	College	questia.com
Education	Foreign Language	spanishdict.com
Education	General	bookrags.com
Education	General	braingle.com
Education	General	EHOW.COM
Education	General	encyclopedia.com
Education	General	Essortment.com
Education	General	highbeam.com
Education	General	maps.com
Education	General	ostn.tv
Education	K-12	bookwolf.com
Education	K-12	greatschools.net
Education	K-12	jiffynotes.com
Education	K-12	novelguide.com
Education	K-12	primarygames.com
Education	K-12	studyworld.com
Education	K-12	thinkwave.com
Education	K-12	uptoten.com
Education	Reference	Answerbag.com
Education	Reference	easybib.com
Education	Reference	encyclopedia.com
Education	Reference	merriam-webster.com
Education	Reference	refdesk.com
Education	Reference	thefreedictionary.com
Education	Reference	thefreelibrary.com
Entertainment	Anime	mangahelpers.com
Entertainment	Anime	mysoju.com
Entertainment	Anime	onemanga.com
Entertainment	Anime	ovguide.com
Entertainment	Anime	sidereel.com
Entertainment	Blog	livedaily.com
Entertainment	Celebrities-Gossip	buzznet.com
Entertainment	Celebrities-Gossip	flynetonline.com
Entertainment	Celebrities-Gossip	forladys.com
Entertainment	Celebrities-Gossip	hollywoodupclose.com
Entertainment	Celebrities-Gossip	infdaily.com
Entertainment	Celebrities-Gossip	justjared.com
Entertainment	Celebrities-Gossip	okmagazine.com
Entertainment	Celebrities-Gossip	pacificcoastnewsonline.com
Entertainment	Celebrities-Gossip	recapist.com
Entertainment	Celebrities-Gossip	somagirls.tv
Entertainment	Celebrities-Gossip	x17video.com

Channel	Sub Channel	URL
Entertainment	Comics	comics.com
Entertainment	Comics	dilbert.com
Entertainment	Comics	DrunkDuck.com
Entertainment	Comics	fborfw.com
Entertainment	Comics	garfield.com
Entertainment	Comics	thespectrum.net
Entertainment	Comics	wizardworld.com
Entertainment	Fun	236.com
Entertainment	Fun	bluemountain.com
Entertainment	Fun	egreetings.com
Entertainment	Fun	evite.com
Entertainment	Fun	iwon.com
Entertainment	Fun	myfuncards.com
Entertainment	Fun	mygirlyspace.com
Entertainment	Fun	prizewagon.com
Entertainment	Fun	quizfarm.com
Entertainment	Fun	SantaMail.org
Entertainment	Fun	uclick.com
Entertainment	Fun	wizards.com
Entertainment	General	belowtopsecret.com
Entertainment	General	checkoutmyink.com
Entertainment	General	exploredance.com
Entertainment	General	Flowgo.com
Entertainment	General	mytv13.com
Entertainment	General	sporcle.com
Entertainment	General	theatermania.com
Entertainment	General	Trivia-Library.com
Entertainment	General	Ugo.com
Entertainment	General	womansday.com
Entertainment	Humor	allcomedyradio.com
Entertainment	Humor	bcnonline.com
Entertainment	Humor	I-Am-Bored.COM
Entertainment	Humor	metacafe.com
Entertainment	Humor	overheardintheoffice.com
Entertainment	Humor	riddles.com
Entertainment	Movies	afrovision.tv
Entertainment	Movies	filmcritic.com
Entertainment	Movies	firstshowing.com
Entertainment	Movies	minimovies.com
Entertainment	Movies	okmagazine.com
Entertainment	Movies	premiere.com
Entertainment	Movies	sidereel.com
Entertainment	Music	1.fm
Entertainment	Music	3wk.com
Entertainment	Music	977music.com
Entertainment	Music	absolutelyrics.com
Entertainment	Music	accuradio.com
Entertainment	Music	allaccess.com
Entertainment	Music	allthelyrics.com
Entertainment	Music	bcnonline.com
Entertainment	Music	choiceradio.com

Channel	Sub Channel	URL
Entertainment	Music	classicalmusicamerica.com
Entertainment	Music	club977.com
Entertainment	Music	clubplanet.com
Entertainment	Music	dishant.com
Entertainment	Music	FIQL.com
Entertainment	Music	free.napster.com
Entertainment	Music	freecountrymusicnews.com
Entertainment	Music	gotradio.com
Entertainment	Music	hiphophavoc.com
Entertainment	Music	imeem.com
Entertainment	Music	infiniteclassical.com
Entertainment	Music	jamwave.com
Entertainment	Music	jango.com
Entertainment	Music	letssingit.com
Entertainment	Music	luminomagazine.com
Entertainment	Music	mix1079.com
Entertainment	Music	mp3dimension.com
Entertainment	Music	mxtabs.net
Entertainment	Music	oasisfanatic.com
Entertainment	Music	playlist.com
Entertainment	Music	q945rocks.com
Entertainment	Music	quepasa995.com
Entertainment	Music	radiomaxmusic.com
Entertainment	Music	shazam.com
Entertainment	Music	superstar101.com
Entertainment	Music	tabcrawler.com
Entertainment	Music (Mobile)	myxer.com
Entertainment	News	allaccess.com
Entertainment	News	browardpalmbeach.com
Entertainment	News	citypages.com
Entertainment	News	clevescene.com
Entertainment	News	dallasobserver.com
Entertainment	News	houstonpress.com
Entertainment	News	kiwibox.com
Entertainment	News	laweekly.com
Entertainment	News	miaminewtimes.com
Entertainment	News	nashvillescene.com
Entertainment	News	ocweekly.com
Entertainment	News	phoenixnewtimes.com
Entertainment	News	pitch.com
Entertainment	News	portlandtribune.com
Entertainment	News	riverfronttimes.com
Entertainment	News	seattleweekly.com
Entertainment	News	sfweekly.com
Entertainment	News	sidereel.com
Entertainment	News	villagevoice.com
Entertainment	News	westword.com
Entertainment	Radio	1.fm
Entertainment	Radio	3wk.com
Entertainment	Radio	977music.com
Entertainment	Radio	accuradio.com

Channel	Sub Channel	URL
Entertainment	Radio	allaccess.com
Entertainment	Radio	allcomedyradio.com
Entertainment	Radio	blogtalkradio.com
Entertainment	Radio	choiceradio.com
Entertainment	Radio	classicalmusicamerica.com
Entertainment	Radio	club977.com
Entertainment	Radio	clubplanet.com
Entertainment	Radio	FIQL.com
Entertainment	Radio	gotradio.com
Entertainment	Radio	imeem.com
Entertainment	Radio	infiniteclassical.com
Entertainment	Radio	jamwave.com
Entertainment	Radio	mix1079.com
Entertainment	Radio	playlist.com
Entertainment	Radio	q945rocks.com
Entertainment	Radio	quepasa995.com
Entertainment	Radio	radiomaxmusic.com
Entertainment	Radio	superstar101.com
Entertainment	Television	foxatomic.com
Entertainment	Television	realityfanforum.com
Entertainment	Television	rtnville.com
Entertainment	Television	sidereel.com
Entertainment	Television	sitv.com
Entertainment	Video	crackle.com
Entertainment	Video	dailymotion.com
Entertainment	Video	jambotv.com
Entertainment	Video	Madblast.com
Entertainment	Video	metacafe.com
Entertainment	Video	ovguide.com
Entertainment	Video	rootv.com
Entertainment	Video	x17video.com
Environment	General	earth911.com
Environment	General	Greencar.com
Family	Birthday/Holiday	americangreetings.com
Family	Birthday/Holiday	bluemountain.com
Family	Birthday/Holiday	Castlemountains.com
Family	Birthday/Holiday	egreetings.com
Family	Birthday/Holiday	myfuncards.com
Family	Birthday/Holiday	Perfectgreetings.com
Family	Birthday/Holiday	SantaMail.org
Family	Children	comics.com
Family	Children	dilbert.com
Family	Children	FamilyWatchdog.us
Family	Children	garfield.com
Family	Children	neopets.com
Family	Children	sugarloot.com
Family	Children	thedreamlandchronicles.com
Family	General	babycenter.com
Family	General	braingle.com
Family	General	freefamilyhealth.com
Family	General	Quickinspirations.com

Channel	Sub Channel	URL
Family	General	surfnetkids.com
Family	Information	ancestry.com
Family	Information	genealogy.com
Family	Information	myfamily.com
Family	Information	rootsweb.com
Family	Parenting	FamilyWatchdog.us
Family	Teens	kiwibox.com
Family	Teens	mygirlspace.com
Finance	General	edgaronline.com
Finance	General	financepub.com
Finance	General	investorideas.com
Finance	General	investorvillage.com
Finance	General	morningstar.com
Finance	General	mrswing.com
Finance	General	quote.com
Finance	General	ragingbull.com
Games	Console Games	acclaim.com
Games	Console Games	consolecheatcodes.com
Games	Console Games	operationsports.com
Games	Console Games	Ugo.com
Games	Contests	iwon.com
Games	Contests	sugarloot.com
Games	General	scorehero.com
Games	General	starfeeder.gameriot.com
Games	General	wizards.com
Games	Online Games	alfy.com
Games	Online Games	arcadelist.com
Games	Online Games	Arcadetown.com
Games	Online Games	Casesladder.com
Games	Online Games	cevo.com
Games	Online Games	dotaallstars.com
Games	Online Games	esreality.com
Games	Online Games	fizzy.com
Games	Online Games	Freewebgames.com
Games	Online Games	Gamedelight.com
Games	Online Games	gameriot.com
Games	Online Games	Gamerival.com
Games	Online Games	giantrealm.com
Games	Online Games	greatdaygames.com
Games	Online Games	Heavygames.com
Games	Online Games	horseland.com
Games	Online Games	incgamers.com
Games	Online Games	iwon.com
Games	Online Games	Kickinggames.com
Games	Online Games	moddb.com
Games	Online Games	MyLeague.com
Games	Online Games	myndflame.com
Games	Online Games	nationstates.net
Games	Online Games	neopets.com
Games	Online Games	nopaypoker.com
Games	Online Games	official-linerider.com

Channel	Sub Channel	URL
Games	Online Games	ongamesite.com
Games	Online Games	prizewagon.com
Games	Online Games	purepwnage.com
Games	Online Games	spawnpoint.com
Games	Online Games	swirve.com
Games	Online Games	Thinks.com
Games	Online Games	uclick.com
Games	Role Playing Games	allakhazam.com
Games	Role Playing Games	thottbot.com
Games	Role Playing Games	wowhead.com
Health	Advice	freefamilyhealth.com
Health	Advice	healthon.com
Health	Advice	mdadvice.com
Health	Advice	medicineonline.com
Health	Advice	wellness.com
Health	Diet	bestdietforme.com
Health	General	askphysicians.com
Health	General	bighealthtree.com
Health	General	Caloriesperhour.com
Health	General	CoolNurse.com
Health	General	dailystrength.org
Health	General	LIVESTRONG.COM
Health	General	medications.com
Health	General	podcastgo.com
Health	General	spineshealth.com
Health	General	synamed.com
Health	General	TheDailyPlate.com
Health	General	ucomparehealthcare.com
Health	General	womansday.com
Home & Garden	Cooking	aliciasrecipes.com
Home & Garden	Cooking	anniesrecipes.com
Home & Garden	Cooking	gourmandia.com
Home & Garden	Gardening	almanac.com
Home & Garden	Gardening	Botany.com
Home & Garden	Gardening	learn2grow.ocm
Home & Garden	General	davesgarden.com
Home & Garden	General	life123.com
Home & Garden	General	yankeefoliage.com
Home & Garden	General	yankeemagazine.com
Home & Garden	Home Improvement	contractors.com
Home & Garden	Home Improvement	pointclickhome.com
Home & Garden	Home Improvement	soundandvisionmag.com
Home & Garden	Pets	DailyPuppy.com
Home & Garden	Pets	doggedhealth.com
Home & Garden	Pets	zootoo.com
Lifestyles	Alternative	checkoutmyink.com
Lifestyles	Alternative	luminomagazine.com
Lifestyles	Christian	BlesstheDay.com
Lifestyles	Christian	catholicmingle.com
Lifestyles	Christian	christianmingle.com
Lifestyles	Christian	jcfaith.com

Channel	Sub Channel	URL
Lifestyles	Christian	ldsmingle.com
Lifestyles	Christian	ldssingles.com
Lifestyles	General	afrovision.tv
Lifestyles	General	citysearch.com
Lifestyles	General	davesgarden.com
Lifestyles	General	fanbox.com
Lifestyles	General	LIVESTRONG.COM
Lifestyles	General	splitcoaststampers.com
Lifestyles	General	Ugo.com
Lifestyles	GLBQT	glee.com
Lifestyles	GLBQT	outsports.com
Lifestyles	Jewish	jdate.com
Lifestyles	Jewish	jewishmingle.com
Lifestyles	Nightlife	browardpalmbeach.com
Lifestyles	Nightlife	citypages.com
Lifestyles	Nightlife	clevescene.com
Lifestyles	Nightlife	clubplanet.com
Lifestyles	Nightlife	dallasobserver.com
Lifestyles	Nightlife	houstonpress.com
Lifestyles	Nightlife	laweekly.com
Lifestyles	Nightlife	miaminewtimes.com
Lifestyles	Nightlife	nashvillescene.com
Lifestyles	Nightlife	ocweekly.com
Lifestyles	Nightlife	phoenixnewtimes.com
Lifestyles	Nightlife	pitch.com
Lifestyles	Nightlife	riverfronttimes.com
Lifestyles	Nightlife	seattleweekly.com
Lifestyles	Nightlife	sfweekly.com
Lifestyles	Nightlife	theatermania.com
Lifestyles	Nightlife	villagevoice.com
Lifestyles	Nightlife	westword.com
Lifestyles	Nightlife	worldwidereaction.com
Lifestyles	Social Networking	blibs.com
Lifestyles	Social Networking	blinkyou.com
Lifestyles	Social Networking	blnk.com
Lifestyles	Social Networking	dailystrength.org
Lifestyles	Social Networking	fotki.com
Lifestyles	Social Networking	hi5.com
Lifestyles	Social Networking	hovspot.com
Lifestyles	Social Networking	letssingit.com
Lifestyles	Social Networking	meez.com
Lifestyles	Social Networking	metacafe.com
Lifestyles	Social Networking	mixyourworlds.com
Lifestyles	Social Networking	myyearbook.com
Lifestyles	Social Networking	photobucket.com
Lifestyles	Social Networking	shoutlife.com
Lifestyles	Social Networking	slide.com
Lifestyles	Social Networking	tagged.com
Lifestyles	Social Networking	tinypic.com
Lifestyles	Social Networking	urbanchat.com
Lifestyles	Social Networking	webfetti.com

Channel	Sub Channel	URL
Lifestyles	Social Networking	webshots.com
Luxury	Transportation	AudiWorld.com
Luxury	Transportation	boatingmag.com
Luxury	Transportation	boats.com
Luxury	Transportation	boattraderonline.com
Luxury	Transportation	Cayenne.rennlist.com
Luxury	Transportation	ClubLexus.com
Luxury	Transportation	CorvetteForum.com
Luxury	Transportation	CorvetteForums.com
Luxury	Transportation	HummerForums.com
Luxury	Transportation	JaguarForums.com
Luxury	Transportation	MercedesForum.com
Luxury	Transportation	sailboattraderonline.com
Luxury	Transportation	yachttraderonline.com
Luxury	Transportation	yachtworld.com
Men's Interest	Entertainment	allcomedyradio.com
Men's Interest	Entertainment	free.napster.com
Men's Interest	Entertainment	wizardworld.com
Men's Interest	Family	ancestry.com
Men's Interest	Family	genealogy.com
Men's Interest	Family	myfamily.com
Men's Interest	Family	rootsweb.com
Men's Interest	Finance	edgaronline.com
Men's Interest	Finance	financepub.com
Men's Interest	Finance	investorideas.com
Men's Interest	Finance	investorvillage.com
Men's Interest	Finance	morningstar.com
Men's Interest	Finance	mrswing.com
Men's Interest	Finance	quote.com
Men's Interest	Finance	ragingbull.com
Men's Interest	Games	acclaim.com
Men's Interest	Games	cevo.com
Men's Interest	Games	consolecheatcodes.com
Men's Interest	Games	dotaallstars.com
Men's Interest	Games	esreality.com
Men's Interest	Games	filmcritic.com
Men's Interest	Games	firstshowing.com
Men's Interest	Games	gameriot.com
Men's Interest	Games	giantrealm.com
Men's Interest	Games	incgamers.com
Men's Interest	Games	mangahelpers.com
Men's Interest	Games	moddb.com
Men's Interest	Games	myndflame.com
Men's Interest	Games	operationsports.com
Men's Interest	Games	purepwnage.com
Men's Interest	Games	scorehero.com
Men's Interest	Games	spawnpoint.com
Men's Interest	Games	starfeeder.gameriot.com
Men's Interest	General	Ugo.com
Men's Interest	Health	healthon.com
Men's Interest	Health	medications.com

Channel	Sub Channel	URL
Men's Interest	Marine	boats.com
Men's Interest	Marine	yachtworld.com
Men's Interest	Online Personals/Dating	advisediva.com
Men's Interest	Online Personals/Dating	americansingles.com
Men's Interest	Online Personals/Dating	bbwpersonalsplus.com
Men's Interest	Online Personals/Dating	blacksingles.com
Men's Interest	Online Personals/Dating	catholicmingle.com
Men's Interest	Online Personals/Dating	christianmingle.com
Men's Interest	Online Personals/Dating	collegeluv.com
Men's Interest	Online Personals/Dating	Cupidjunction.com
Men's Interest	Online Personals/Dating	date.ca
Men's Interest	Online Personals/Dating	interracialsingles.net
Men's Interest	Online Personals/Dating	jdate.com
Men's Interest	Online Personals/Dating	jewishmingle.com
Men's Interest	Online Personals/Dating	lavalife.com
Men's Interest	Online Personals/Dating	ldsmingle.com
Men's Interest	Online Personals/Dating	ldssingles.com
Men's Interest	Online Personals/Dating	match.com
Men's Interest	Online Personals/Dating	militarysinglesconnection.com
Men's Interest	Online Personals/Dating	okcupid.com
Men's Interest	Online Personals/Dating	primesingles.net
Men's Interest	Online Personals/Dating	realationship.com
Men's Interest	Online Personals/Dating	romanceclass.com
Men's Interest	Online Personals/Dating	singleparentsmingle.com
Men's Interest	Sports	affl.com
Men's Interest	Sports	Allsports.com
Men's Interest	Sports	auburnundercover.com
Men's Interest	Sports	awfulannouncing.blogspot.com
Men's Interest	Sports	basketballforum.com
Men's Interest	Sports	baseball.com
Men's Interest	Sports	baseball-almanac.com
Men's Interest	Sports	baseballforum.com
Men's Interest	Sports	baseballmusings.com
Men's Interest	Sports	baseballprospectus.com
Men's Interest	Sports	basketball.com
Men's Interest	Sports	basketballprospectus.com
Men's Interest	Sports	beerleaguer.com
Men's Interest	Sports	bfdfantasy.com
Men's Interest	Sports	boneyardbanter.com
Men's Interest	Sports	boxingforum.com
Men's Interest	Sports	buckeyeplanet.com
Men's Interest	Sports	bucknuts.com
Men's Interest	Sports	bushleaguebaseball.com
Men's Interest	Sports	caazone.com
Men's Interest	Sports	cdmsports.com
Men's Interest	Sports	clublakers.com
Men's Interest	Sports	collegefootballnews.com
Men's Interest	Sports	collegefootballpoll.com
Men's Interest	Sports	collegehoopsnet.com
Men's Interest	Sports	commissioneronline.com
Men's Interest	Sports	condraft.com

Channel	Sub Channel	URL
Men's Interest	Sports	coolstandings.com
Men's Interest	Sports	CoolTrails.com
Men's Interest	Sports	cougarboard.com
Men's Interest	Sports	covers.com
Men's Interest	Sports	creativesports.com
Men's Interest	Sports	cricbuzz.com
Men's Interest	Sports	cricketforum.com
Men's Interest	Sports	cricketmanager.co.uk
Men's Interest	Sports	crimsonconfidential.com
Men's Interest	Sports	cristianoronaldofan.net
Men's Interest	Sports	cybergolf.com
Men's Interest	Sports	dawgrun.com
Men's Interest	Sports	dellfantasysports.com
Men's Interest	Sports	dobberhockey.com
Men's Interest	Sports	draftace.com
Men's Interest	Sports	draftcountdown.com
Men's Interest	Sports	draftdynamix.com
Men's Interest	Sports	draftking.com
Men's Interest	Sports	draftsharks.com
Men's Interest	Sports	draftstock.com
Men's Interest	Sports	dukebasketballreport.com
Men's Interest	Sports	emptythebench.com
Men's Interest	Sports	epltalk.com
Men's Interest	Sports	fanprophet.com
Men's Interest	Sports	fantasy.atptennis.com
Men's Interest	Sports	fantasyauctioneer.com
Men's Interest	Sports	fantasybaseballaid.com
Men's Interest	Sports	fantasybaseballchampionship.com
Men's Interest	Sports	fantasybaseballdirectory.com
Men's Interest	Sports	fantasybaseballexpress.com
Men's Interest	Sports	fantasybaseballgeeks.com
Men's Interest	Sports	fantasybaseballguy.com
Men's Interest	Sports	fantasybaseballsearch.com
Men's Interest	Sports	fantasybasketballdirectory.com
Men's Interest	Sports	fantasycollegeblitz.com
Men's Interest	Sports	fantasydope.com
Men's Interest	Sports	fantasyfootballad.com
Men's Interest	Sports	fantasyfootballchampionship.com
Men's Interest	Sports	fantasyfootballdirectory.com
Men's Interest	Sports	fantasyfootballindepth.com
Men's Interest	Sports	fantasyfootballsearch.com
Men's Interest	Sports	fantasyfootballstarters.com
Men's Interest	Sports	fantasyfootballstop.com
Men's Interest	Sports	fantasyguru.com
Men's Interest	Sports	fantasyhockeydirectory.com
Men's Interest	Sports	fantasyhumor.com
Men's Interest	Sports	fantasyjungle.com
Men's Interest	Sports	fantasylineup.com
Men's Interest	Sports	fantasyjojo.com
Men's Interest	Sports	fantasyplayers.com
Men's Interest	Sports	fantasyplaymakers.com



Channel	Sub Channel	URL
Men's Interest	Sports	fantasysharks.com
Men's Interest	Sports	fantasysportsunlimited.com
Men's Interest	Sports	fantasystartorsit.com
Men's Interest	Sports	ffbookmarks.com
Men's Interest	Sports	fftoday.com
Men's Interest	Sports	fftoolbox.com
Men's Interest	Sports	fishingbuddy.com
Men's Interest	Sports	Fishingworks.com
Men's Interest	Sports	focusgolfer.com
Men's Interest	Sports	football.com
Men's Interest	Sports	footballdiehards.com
Men's Interest	Sports	footballforum.com
Men's Interest	Sports	footballguys.com
Men's Interest	Sports	footballinjuries.com
Men's Interest	Sports	footytube.com
Men's Interest	Sports	gametimedecisions.net
Men's Interest	Sports	gatorcountry.com
Men's Interest	Sports	gbnreport.com
Men's Interest	Sports	golfforum.com
Men's Interest	Sports	gopherhole.com
Men's Interest	Sports	gothambaseball.com
Men's Interest	Sports	grindtv.com
Men's Interest	Sports	hockeydb.com
Men's Interest	Sports	hockeydraft.ca
Men's Interest	Sports	hockeyforum.com
Men's Interest	Sports	hockeytraderumors.com
Men's Interest	Sports	hogville.com
Men's Interest	Sports	hoopsaddict.com
Men's Interest	Sports	hoopshype.com
Men's Interest	Sports	hoopsklyce.com
Men's Interest	Sports	hoopsvine.com
Men's Interest	Sports	hoopsworld.com
Men's Interest	Sports	hornfans.com
Men's Interest	Sports	jjhuddle.com
Men's Interest	Sports	junkyardjake.com
Men's Interest	Sports	kentuckyink.com
Men's Interest	Sports	kffl.com
Men's Interest	Sports	killerfrogs.com
Men's Interest	Sports	lacrosseforum.com
Men's Interest	Sports	lesterslegends.com
Men's Interest	Sports	menstennisforums.com
Men's Interest	Sports	mmaforum.com
Men's Interest	Sports	mmajunkie.com
Men's Interest	Sports	mockdraftcentral.com
Men's Interest	Sports	Mountainzone.com
Men's Interest	Sports	mrfantasy.com
Men's Interest	Sports	mvn.com
Men's Interest	Sports	myfantasyleague.com
Men's Interest	Sports	ndnation.com
Men's Interest	Sports	netbuffs.com
Men's Interest	Sports	ngn.com

Channel	Sub Channel	URL
Men's Interest	Sports	nittanyfootball.com
Men's Interest	Sports	nlop.com
Men's Interest	Sports	nodq.com
Men's Interest	Sports	no-offseason.com
Men's Interest	Sports	nyrnation.com
Men's Interest	Sports	odiselector.com
Men's Interest	Sports	onebadwheel.com
Men's Interest	Sports	onpitrow.com
Men's Interest	Sports	packeraddict.com
Men's Interest	Sports	paintballforum.com
Men's Interest	Sports	paydaysports.com
Men's Interest	Sports	Pbreview.com
Men's Interest	Sports	ponyfans.com
Men's Interest	Sports	profantasybaseball.com
Men's Interest	Sports	profantasybasketball.com
Men's Interest	Sports	profantasy-football.com
Men's Interest	Sports	profantasygames.com
Men's Interest	Sports	profantasynhl.com
Men's Interest	Sports	profsa.com
Men's Interest	Sports	prosportsdaily.com
Men's Interest	Sports	racingblackflag.com
Men's Interest	Sports	ramnation.com
Men's Interest	Sports	realfootball365.com
Men's Interest	Sports	realgm.com
Men's Interest	Sports	rotoauthority.com
Men's Interest	Sports	rotobowl.com
Men's Interest	Sports	rotohog.com
Men's Interest	Sports	rotonation.com
Men's Interest	Sports	rototimes.com
Men's Interest	Sports	rotowire.com
Men's Interest	Sports	rtsports.com
Men's Interest	Sports	rugbydump.blogspot.com
Men's Interest	Sports	rugbyforums.com
Men's Interest	Sports	Run.com
Men's Interest	Sports	screamingsports.com
Men's Interest	Sports	seniorhockeyleague.com
Men's Interest	Sports	sescoops.com
Men's Interest	Sports	simdynasty.com
Men's Interest	Sports	sixpackspeak.com
Men's Interest	Sports	skiingforum.com
Men's Interest	Sports	snowboardingforum.com
Men's Interest	Sports	soccerforum.com
Men's Interest	Sports	soccerlens.com
Men's Interest	Sports	soccernews.com
Men's Interest	Sports	soonerfans.com
Men's Interest	Sports	spartantailgate.com
Men's Interest	Sports	spectors hockey.net
Men's Interest	Sports	speedwaymedia.com
Men's Interest	Sports	sporcle.com
Men's Interest	Sports	sportsnetwork.com
Men's Interest	Sports	spursreport.com

Channel	Sub Channel	URL
Men's Interest	Sports	suicideleague.com
Men's Interest	Sports	sundayleague.com
Men's Interest	Sports	td-7football.com
Men's Interest	Sports	techsideline.com
Men's Interest	Sports	tennisforum.com
Men's Interest	Sports	tennisuniverse.com
Men's Interest	Sports	texags.com
Men's Interest	Sports	Thebackpacker.com
Men's Interest	Sports	thebaseballcube.com
Men's Interest	Sports	thebiglead.com
Men's Interest	Sports	thefantasyconsultant.com
Men's Interest	Sports	thefantasyfootballtimes.com
Men's Interest	Sports	thefantasysportsforum.com
Men's Interest	Sports	thefootballexpert.com
Men's Interest	Sports	thehuddle.com
Men's Interest	Sports	thesabre.com
Men's Interest	Sports	thesoccerblog.org
Men's Interest	Sports	tidefans.com
Men's Interest	Sports	tigerboard.com
Men's Interest	Sports	tigerdroppings.com
Men's Interest	Sports	tigernet.com
Men's Interest	Sports	tnaheadlines.com
Men's Interest	Sports	tpsradio.net
Men's Interest	Sports	tqstats.com
Men's Interest	Sports	ufc.com
Men's Interest	Sports	uhnd.com
Men's Interest	Sports	valleytalk.com
Men's Interest	Sports	volleyballforum.com
Men's Interest	Sports	volnation.com
Men's Interest	Sports	wagerline.com
Men's Interest	Sports	waitingfornextyear.com
Men's Interest	Sports	walterfootball.com
Men's Interest	Sports	warroomreport.com
Men's Interest	Sports	Webwalking.com
Men's Interest	Sports	wec.tv
Men's Interest	Sports	wildwestsports.com
Men's Interest	Sports	wissports.net
Men's Interest	Sports	wrestlingforum.com
Men's Interest	Sports	wrestlinginc.com
Men's Interest	Sports	wrestlingplanet.com
Men's Interest	Sports	wwe.com
Men's Interest	Sports	xtratime.org
Men's Interest	Technology	electronista.com
Men's Interest	Technology	soundandvisionmag.com
Men's Interest	Transportation	Honda-Tech.com
Men's Interest	Transportation	ModernHemi.com
Men's Interest	Transportation	1000rr.com
Men's Interest	Transportation	1000rr.net
Men's Interest	Transportation	4RunnerForum.com
Men's Interest	Transportation	600rr.com
Men's Interest	Transportation	6SpeedOnline.com

Channel	Sub Channel	URL
Men's Interest	Transportation	AcuraForums.com
Men's Interest	Transportation	AcuraZine.com
Men's Interest	Transportation	aerotrader.com
Men's Interest	Transportation	AFU.com
Men's Interest	Transportation	apriliatalk.com
Men's Interest	Transportation	atv.com
Men's Interest	Transportation	ATVConnection.com
Men's Interest	Transportation	atv-forum.com
Men's Interest	Transportation	atvtraderonline.com
Men's Interest	Transportation	AudiForums.com
Men's Interest	Transportation	AudiWorld.com
Men's Interest	Transportation	automobile.com
Men's Interest	Transportation	autosport.com
Men's Interest	Transportation	BikerForums.org
Men's Interest	Transportation	BlazerForum.com
Men's Interest	Transportation	boatingmag.com
Men's Interest	Transportation	boattraderonline.com
Men's Interest	Transportation	buellchat.com
Men's Interest	Transportation	BuickForum.com
Men's Interest	Transportation	CadillacForum.com
Men's Interest	Transportation	CamaroForums.com
Men's Interest	Transportation	CamryForums.com
Men's Interest	Transportation	caranddriver.com
Men's Interest	Transportation	cardomain.com
Men's Interest	Transportation	carreviewsandnews.com
Men's Interest	Transportation	Cayenne.rennlist.com
Men's Interest	Transportation	CBRForum.com
Men's Interest	Transportation	ChevroletForum.com
Men's Interest	Transportation	ChryslerCuda.com
Men's Interest	Transportation	ChryslerForum.com
Men's Interest	Transportation	CivicForums.com
Men's Interest	Transportation	classiccars.com
Men's Interest	Transportation	ClassicOldsmobile.com
Men's Interest	Transportation	ClubLexus.com
Men's Interest	Transportation	commercialtrucktrader.com
Men's Interest	Transportation	CorvetteForum.com
Men's Interest	Transportation	CorvetteForums.com
Men's Interest	Transportation	cycletrader.com
Men's Interest	Transportation	cycleworld.com
Men's Interest	Transportation	DodgeChallenger.com
Men's Interest	Transportation	DodgeClassifieds.com
Men's Interest	Transportation	DodgeForum.com
Men's Interest	Transportation	ducati.ms
Men's Interest	Transportation	ducatimonster.org
Men's Interest	Transportation	equipmenttraderonline.com
Men's Interest	Transportation	esportbike.com
Men's Interest	Transportation	F150Online.com
Men's Interest	Transportation	FitFreak.net
Men's Interest	Transportation	flyingmag.com
Men's Interest	Transportation	FordForum.com
Men's Interest	Transportation	Ford-Trucks.com

Channel	Sub Channel	URL
Men's Interest	Transportation	Forums.rennlist.com
Men's Interest	Transportation	fz6forums.com
Men's Interest	Transportation	G35Driver.com
Men's Interest	Transportation	Gallery.rennlist.com
Men's Interest	Transportation	GermanAutoForums.com
Men's Interest	Transportation	gixxer.com
Men's Interest	Transportation	goldwingowners.com
Men's Interest	Transportation	GreenHybrid.com
Men's Interest	Transportation	gsxr.com
Men's Interest	Transportation	hardcoresledder.com
Men's Interest	Transportation	harley-davidsonforums.com
Men's Interest	Transportation	HDForums.com
Men's Interest	Transportation	HondaAccordForu.comm
Men's Interest	Transportation	Honda-Acura.net
Men's Interest	Transportation	HondaCivicForum.com
Men's Interest	Transportation	HondaForum.com
Men's Interest	Transportation	HondaMarketPlace.com
Men's Interest	Transportation	HummerForums.com
Men's Interest	Transportation	HyundaiForum.com
Men's Interest	Transportation	IsuzuForums.com
Men's Interest	Transportation	JaguarForums.com
Men's Interest	Transportation	jetskinews.com
Men's Interest	Transportation	kawasakiforum.com
Men's Interest	Transportation	KawasakiForums.com
Men's Interest	Transportation	kawiforums.com
Men's Interest	Transportation	LandRoverForums.com
Men's Interest	Transportation	leftlanenews.com
Men's Interest	Transportation	LexusForum.com
Men's Interest	Transportation	LS1Tech.com
Men's Interest	Transportation	Mail.rennlist.com
Men's Interest	Transportation	Maxima.org
Men's Interest	Transportation	Mazda3Club.com
Men's Interest	Transportation	MazdaForum.com
Men's Interest	Transportation	MBWorld.org
Men's Interest	Transportation	MercedesForum.com
Men's Interest	Transportation	MercedesMcClaren.com
Men's Interest	Transportation	MercuryForum.com
Men's Interest	Transportation	MiniCooperForums.com
Men's Interest	Transportation	MitsubisiForum.com
Men's Interest	Transportation	ModMotorTech.com
Men's Interest	Transportation	MonteCarloForum.com
Men's Interest	Transportation	MoparForums.com
Men's Interest	Transportation	motorcycle.com
Men's Interest	Transportation	motordaily.net
Men's Interest	Transportation	MustangBoards.com
Men's Interest	Transportation	MustangForums.com
Men's Interest	Transportation	MustangLinks.com
Men's Interest	Transportation	My350Z.com
Men's Interest	Transportation	MyG37.com
Men's Interest	Transportation	NissanForum.com
Men's Interest	Transportation	NorthAmericanMotoring.com

Channel	Sub Channel	URL
Men's Interest	Transportation	NortheastBracketRacing.com
Men's Interest	Transportation	OldsmobileForum.com
Men's Interest	Transportation	PassionFord.com
Men's Interest	Transportation	PerformanceTrucks.com
Men's Interest	Transportation	personalwatercraft.com
Men's Interest	Transportation	PontiacTalk.com
Men's Interest	Transportation	pwcforum.com
Men's Interest	Transportation	pwc-traderonline.com
Men's Interest	Transportation	r1-forum.com
Men's Interest	Transportation	r1messenger.com
Men's Interest	Transportation	r6.com
Men's Interest	Transportation	r6-forum.com
Men's Interest	Transportation	r6messenger.com
Men's Interest	Transportation	raptorforum.com
Men's Interest	Transportation	rc51forums.com
Men's Interest	Transportation	Rennlist.com
Men's Interest	Transportation	roadandtrack.com
Men's Interest	Transportation	RSportsCars.com
Men's Interest	Transportation	rvtraderonline.com
Men's Interest	Transportation	RX7Club.com
Men's Interest	Transportation	RX8Club.com
Men's Interest	Transportation	S2000.com
Men's Interest	Transportation	SaabForums.com
Men's Interest	Transportation	sailboattraderonline.com
Men's Interest	Transportation	SaturnForum.com
Men's Interest	Transportation	ScionLife.com
Men's Interest	Transportation	ScoobyNet.com
Men's Interest	Transportation	snowmobile.com
Men's Interest	Transportation	snowmobiletraderonline.com
Men's Interest	Transportation	snowmobileworld.com
Men's Interest	Transportation	sportbikes.com
Men's Interest	Transportation	sportbikes.net
Men's Interest	Transportation	sportbikeworld.com
Men's Interest	Transportation	starbikeforums.com
Men's Interest	Transportation	StuntLife.com
Men's Interest	Transportation	SuperHawkForum.com
Men's Interest	Transportation	SuzukiForum.com
Men's Interest	Transportation	ThirdGen.org
Men's Interest	Transportation	thumpertalk.com
Men's Interest	Transportation	triumphrat.net
Men's Interest	Transportation	TruckForums.com
Men's Interest	Transportation	twowheelforum.com
Men's Interest	Transportation	victoryforums.com
Men's Interest	Transportation	volcars.com
Men's Interest	Transportation	VolkswagenForum.com
Men's Interest	Transportation	VolvoForums.com
Men's Interest	Transportation	v-twinforum.com
Men's Interest	Transportation	vulcanforums.com
Men's Interest	Transportation	Wikicars.com
Men's Interest	Transportation	yachttraderonline.com
Men's Interest	Transportation	Yota-Tech.com

Channel	Sub Channel	URL
Men's Interest	Transportation	ZDriver.com
Multicultural	African - American	afrovision.tv
Multicultural	African - American	blackplanet.com
Multicultural	African - American	blacksingles.com
Multicultural	African - American	hiphophavoc.com
Multicultural	African - American	mediatakeout.com
Multicultural	African - American	mixyourworlds.com
Multicultural	African - American	urbanchat.com
Multicultural	Asian	asianavenue.com
Multicultural	Asian	atimes.com
Multicultural	General	interracialsingles.net
Multicultural	Hispanic	931amor.lamusica.com
Multicultural	Hispanic	979laraza.com
Multicultural	Hispanic	aldia.co.cr/hoy
Multicultural	Hispanic	batanga.com
Multicultural	Hispanic	bolivia.com
Multicultural	Hispanic	cadenaglobal.com
Multicultural	Hispanic	chron.com/news/spanish
Multicultural	Hispanic	clarin.com
Multicultural	Hispanic	clasica92fm.com
Multicultural	Hispanic	cnnspanol.com
Multicultural	Hispanic	cnnexpansion.com
Multicultural	Hispanic	cocina.mensajetv.com
Multicultural	Hispanic	colombia.com
Multicultural	Hispanic	critica.com.pa
Multicultural	Hispanic	egpnews.com
Multicultural	Hispanic	elespectador.com/elespectador
Multicultural	Hispanic	elexito.com
Multicultural	Hispanic	elnacional.com.do
Multicultural	Hispanic	elnorte.com
Multicultural	Hispanic	elnuevodiario.com.ni
Multicultural	Hispanic	eluniversal.com
Multicultural	Hispanic	elzol.com
Multicultural	Hispanic	empleoscb.com
Multicultural	Hispanic	epasa.com
Multicultural	Hispanic	expansion.com
Multicultural	Hispanic	expreso.com.pe
Multicultural	Hispanic	generation-n.com
Multicultural	Hispanic	hogarlatino.com
Multicultural	Hispanic	hola.com
Multicultural	Hispanic	hoydigital.com.do
Multicultural	Hispanic	juventudboricua.com
Multicultural	Hispanic	knvotv48.com
Multicultural	Hispanic	laley1079.lamusica.com
Multicultural	Hispanic	lamega.lamusica.com
Multicultural	Hispanic	lamusica.com
Multicultural	Hispanic	laprensa.com
Multicultural	Hispanic	laprensa.com.sv/portada
Multicultural	Hispanic	latino.myspace.com
Multicultural	Hispanic	latino963.com
Multicultural	Hispanic	latinos.us

Channel	Sub Channel	URL
Multicultural	Hispanic	marca.com
Multicultural	Hispanic	mediotiempo.com
Multicultural	Hispanic	mega.tv
Multicultural	Hispanic	mensajetv.com
Multicultural	Hispanic	mexconnect.com
Multicultural	Hispanic	migente.com
Multicultural	Hispanic	monografias.com
Multicultural	Hispanic	nba.com/espanol
Multicultural	Hispanic	nochelatina.com
Multicultural	Hispanic	ole.com.ar
Multicultural	Hispanic	peru.com
Multicultural	Hispanic	porvenirlatino-usa.com
Multicultural	Hispanic	prensalibre.com
Multicultural	Hispanic	quepasa995.com
Multicultural	Hispanic	reforma.com
Multicultural	Hispanic	reportehispano.com
Multicultural	Hispanic	romancefm.com
Multicultural	Hispanic	salud.mensajetv.com
Multicultural	Hispanic	sea-latino.com
Multicultural	Hispanic	sitv.com
Multicultural	Hispanic	superstar101.com
Multicultural	Hispanic	tintafresca.us
Multicultural	Hispanic	tvazteca.com
Multicultural	Hispanic	ufcespanol.com
Multicultural	Hispanic	wweespanol.com
Multicultural	Hispanic	yosoyraza.com
Multicultural	Indian	dishant.com
Multicultural	Indian	rediff.com
Multicultural	Indian	timesofindia.com
News & Media	Blog	abovetopsecret.com
News & Media	Blog	belowtopsecret.com
News & Media	Local	2news.tv
News & Media	Local	afji.com/index2.com
News & Media	Local	aldiatx.com
News & Media	Local	amnorthwest.tv
News & Media	Local	azfamily.com
News & Media	Local	bakersfieldnow.com
News & Media	Local	beavertonvalleytimes.com
News & Media	Local	blueridgenow.com
News & Media	Local	boomnw.com
News & Media	Local	boston.com
News & Media	Local	browardpalmbeach.com
News & Media	Local	citypages.com
News & Media	Local	citysearch.com
News & Media	Local	clackamasreview.com
News & Media	Local	clevescene.com
News & Media	Local	cnyhomepage.com
News & Media	Local	dailycomet.com
News & Media	Local	dallasnews.com
News & Media	Local	dallasobserver.com
News & Media	Local	defensenews.com/home.php



Channel	Sub Channel	URL
News & Media	Local	democratandchronicle.com
News & Media	Local	DentonRC.com
News & Media	Local	dothanfirst.com
News & Media	Local	estacadanews.com
News & Media	Local	forestgrovenewstimes.com
News & Media	Local	fortwaynehomepage.net
News & Media	Local	fox11az.com
News & Media	Local	foxrio2.com
News & Media	Local	gadsdentimes.com
News & Media	Local	gainesvillesun.com
News & Media	Local	galvnews.com
News & Media	Local	goupstate.com
News & Media	Local	greatfallsribune.com
News & Media	Local	heraldtribune.com
News & Media	Local	houmatoday.com
News & Media	Local	houstonpress.com
News & Media	Local	kare11.com
News & Media	Local	katu.com
News & Media	Local	kcby.com
News & Media	Local	kepr.com
News & Media	Local	kfyrtv.com
News & Media	Local	kgw.com
News & Media	Local	khou.com
News & Media	Local	kidk.com
News & Media	Local	kimatv.com
News & Media	Local	king5.com
News & Media	Local	klewtv.com
News & Media	Local	kmot.com
News & Media	Local	kmov.com
News & Media	Local	knvotv48.com
News & Media	Local	komotv.com
News & Media	Local	kplic.com
News & Media	Local	kqcd.com
News & Media	Local	krctv.com
News & Media	Local	KREM.com
News & Media	Local	ksl.com
News & Media	Local	kstp.com
News & Media	Local	ktvb.com
News & Media	Local	ktxs.com
News & Media	Local	kumv.com
News & Media	Local	kval.com
News & Media	Local	kvi.com
News & Media	Local	kvue.com
News & Media	Local	kxnet.com
News & Media	Local	lakeoswegoreview.com
News & Media	Local	laweekly.com
News & Media	Local	menupages.com
News & Media	Local	miaminewtimes.com
News & Media	Local	misanantonio.com
News & Media	Local	mytv13.com
News & Media	Local	nashvillescene.com

Channel	Sub Channel	URL
News & Media	Local	nwcn.com
News & Media	Local	ocala.com
News & Media	Local	ocweekly.com
News & Media	Local	oregoncitynewsonline.com
News & Media	Local	pahomepage.com
News & Media	Local	pe.com
News & Media	Local	phillyweekly.com
News & Media	Local	phoenixnewtimes.com
News & Media	Local	pitch.com
News & Media	Local	portlandtribune.com
News & Media	Local	pressdemocrat.com
News & Media	Local	projo.com
News & Media	Local	QuickDFW.com
News & Media	Local	riverfronttimes.com
News & Media	Local	rochesterhomepage.net
News & Media	Local	salemnews.com
News & Media	Local	sandypost.com
News & Media	Local	seattleweekly.com
News & Media	Local	sfweekly.com
News & Media	Local	sherwoodgazette.com
News & Media	Local	spotlightnews.net
News & Media	Local	star1015.com
News & Media	Local	starnewsonline.com
News & Media	Local	statejournal.com
News & Media	Local	swcommconnection.com
News & Media	Local	tallahassee.com/mld/tallahassee
News & Media	Local	thebeenews.com
News & Media	Local	thedispatch.com
News & Media	Local	theledger.com
News & Media	Local	theoutlookonline.com
News & Media	Local	theregalcourier.com
News & Media	Local	tigardtimes.com
News & Media	Local	timesdaily.com
News & Media	Local	tristatehomepage.com
News & Media	Local	tuscaloosanews.com
News & Media	Local	TXCN.com
News & Media	Local	villagevoice.com
News & Media	Local	wboy.com
News & Media	Local	wcnc.com
News & Media	Local	wearecentralpa.com
News & Media	Local	westlintidings.com
News & Media	Local	westword.com
News & Media	Local	WFAA.com
News & Media	Local	whas11.com
News & Media	Local	wowktv.com
News & Media	Local	wral.com
News & Media	Local	wtrf.com
News & Media	Local	wvec.com
News & Media	Local	wwltv.com
News & Media	Local	your4state.com
News & Media	Local	yourerie.com



Channel	Sub Channel	URL
News & Media	News	236.com
News & Media	News	2news.tv
News & Media	News	afji.com/index2.com
News & Media	News	aldiatx.com
News & Media	News	almanac.com
News & Media	News	amnorthwest.tv
News & Media	News	associatedcontent.com
News & Media	News	atimes.com
News & Media	News	azfamily.com
News & Media	News	bakersfieldnow.com
News & Media	News	beavertonvalleytimes.com
News & Media	News	blueridgenow.com
News & Media	News	boomnw.com
News & Media	News	boston.com
News & Media	News	breitbart.com
News & Media	News	browardpalmbeach.com
News & Media	News	citypages.com
News & Media	News	clackamasreview.com
News & Media	News	clevescene.com
News & Media	News	cnyhomepage.com
News & Media	News	dailycomet.com
News & Media	News	dailyme.com
News & Media	News	dallasnews.com
News & Media	News	dallasobserver.com
News & Media	News	defensenews.com/home.php
News & Media	News	democratandchronicle.com
News & Media	News	DentonRC.com
News & Media	News	dothanfirst.com
News & Media	News	drudgereport.com
News & Media	News	estacadanews.com
News & Media	News	forestgrovenewstimes.com
News & Media	News	fortwaynehomepage.net
News & Media	News	fox11az.com
News & Media	News	foxrio2.com
News & Media	News	gadsdentimes.com
News & Media	News	gainesvillesun.com
News & Media	News	galvnews.com
News & Media	News	goupstate.com
News & Media	News	greatfallstribune.com
News & Media	News	Happynews.com
News & Media	News	heraldtribune.com
News & Media	News	highbeam.com
News & Media	News	houmatoday.com
News & Media	News	houstonpress.com
News & Media	News	individual.com
News & Media	News	Infobeat.com
News & Media	News	kare11.com
News & Media	News	katu.com
News & Media	News	kcby.com
News & Media	News	kepr.com
News & Media	News	kfyrtv.com



Channel	Sub Channel	URL
News & Media	News	kgw.com
News & Media	News	khou.com
News & Media	News	kidk.com
News & Media	News	kimatv.com
News & Media	News	king5.com
News & Media	News	klewv.com
News & Media	News	kmot.com
News & Media	News	kmov.com
News & Media	News	knvotv48.com
News & Media	News	komotv.com
News & Media	News	kpvc.com
News & Media	News	kqcd.com
News & Media	News	krctv.com
News & Media	News	KREM.com
News & Media	News	ksl.com
News & Media	News	kstp.com
News & Media	News	ktvb.com
News & Media	News	ktxs.com
News & Media	News	kumv.com
News & Media	News	kval.com
News & Media	News	kvi.com
News & Media	News	kvue.com
News & Media	News	kxnet.com
News & Media	News	lakeoswegoreview.com
News & Media	News	laweekly.com
News & Media	News	lucianne.com
News & Media	News	miaminewtimes.com
News & Media	News	mysanantonio.com
News & Media	News	mytv13.com
News & Media	News	nashvillescene.com
News & Media	News	nationalreview.com
News & Media	News	newser.com
News & Media	News	nwcn.com
News & Media	News	nypress.com
News & Media	News	ocala.com
News & Media	News	ocweekly.com
News & Media	News	oregoncitynewsonline.com
News & Media	News	pahomepage.com
News & Media	News	pe.com
News & Media	News	phillyweekly.com
News & Media	News	phoenixnewtimes.com
News & Media	News	pitch.com
News & Media	News	portlandtribune.com
News & Media	News	postchronicle.com
News & Media	News	pressdemocrat.com
News & Media	News	projo.com
News & Media	News	QuickDFW.com
News & Media	News	rediff.com
News & Media	News	reportehispano.com
News & Media	News	riverfronttimes.com
News & Media	News	rochesterhomepage.net

Channel	Sub Channel	URL
News & Media	News	salemnews.com
News & Media	News	sandypost.com
News & Media	News	seattleweekly.com
News & Media	News	sfweekly.com
News & Media	News	sherwoodgazette.com
News & Media	News	spotlightnews.net
News & Media	News	star1015.com
News & Media	News	starnewsonline.com
News & Media	News	statejournal.com
News & Media	News	swcommconnection.com
News & Media	News	tallahassee.com/mld/tallahassee
News & Media	News	thebeenews.com
News & Media	News	thedispatch.com
News & Media	News	theledger.com
News & Media	News	thenewsroom.com
News & Media	News	theoutlookonline.com
News & Media	News	theregalcourier.com
News & Media	News	tigardtimes.com
News & Media	News	timesdaily.com
News & Media	News	timesofindia.com
News & Media	News	tristatehomepage.com
News & Media	News	tuscaloosanews.com
News & Media	News	TXCN.com
News & Media	News	villagevoice.com
News & Media	News	wboy.com
News & Media	News	wcnc.com
News & Media	News	wearecentralpa.com
News & Media	News	westlintidings.com
News & Media	News	westword.com
News & Media	News	WFAA.com
News & Media	News	wforum.com
News & Media	News	whas11.com
News & Media	News	wowktv.com
News & Media	News	wral.com
News & Media	News	wtrf.com
News & Media	News	wvec.com
News & Media	News	wwltv.com
News & Media	News	your4state.com
News & Media	News	yourerie.com
News & Media	Politics	abovetopsecret.com
News & Media	Politics	newser.com
News & Media	Politics	newsmeat.com
News & Media	Politics	primetimepolitics.com
News & Media	Politics	realclearpolitics.com
News & Media	Video	atimes.com
News & Media	Video	breitbart.tv
Online Personals/Datin	Online Personals/Dating	advisediva.com
Online Personals/Datin	Online Personals/Dating	americansingles.com
Online Personals/Datin	Online Personals/Dating	bbwpersonalsplus.com
Online Personals/Datin	Online Personals/Dating	blacksingles.com
Online Personals/Datin	Online Personals/Dating	catholicmingle.com

Channel	Sub Channel	URL
Online Personals/Datin	Online Personals/Dating	christianmingle.com
Online Personals/Datin	Online Personals/Dating	collegeluv.com
Online Personals/Datin	Online Personals/Dating	Cupidjunction.com
Online Personals/Datin	Online Personals/Dating	date.ca
Online Personals/Datin	Online Personals/Dating	interracialsingles.net
Online Personals/Datin	Online Personals/Dating	jdate.com
Online Personals/Datin	Online Personals/Dating	jewishmingle.com
Online Personals/Datin	Online Personals/Dating	lavalife.com
Online Personals/Datin	Online Personals/Dating	ldsmingle.com
Online Personals/Datin	Online Personals/Dating	ldssingles.com
Online Personals/Datin	Online Personals/Dating	match.com
Online Personals/Datin	Online Personals/Dating	militarysinglesconnection.com
Online Personals/Datin	Online Personals/Dating	okcupid.com
Online Personals/Datin	Online Personals/Dating	primesingles.net
Online Personals/Datin	Online Personals/Dating	realationship.com
Online Personals/Datin	Online Personals/Dating	romanceclass.com
Online Personals/Datin	Online Personals/Dating	singleparentsmingle.com
Real Estate	General	apartments.com
Real Estate	General	century21.com
Real Estate	General	coldwellbanker.com
Real Estate	General	condo.com
Real Estate	General	era.com
Real Estate	General	forrent.com
Real Estate	General	gardenstateapartments.com
Real Estate	General	Homes.com
Real Estate	General	homesandland.com
Real Estate	General	livingchoices.com
Real Estate	General	openhouse.com
Real Estate	General	realestate.com
Retail	Marine	boatersworld.com
Retail	Marine	boats.com
Retail	Marine	boattraderonline.com
Retail	Marine	sailboattraderonline.com
Retail	Marine	yachttraderonline.com
Retail	Outdoors	eangler.com
Retail	Outdoors	outerbanksoutfitters.com
Retail	Photography	cameraworld.com
Retail	Photography	photoalley.com
Retail	Photography	ritzcamera.com
Retail	Photography	wolfcamera.com
Retail	Shopping	couponhill.com
Retail	Shopping	couponspark.com
Retail	Shopping	Deals.com
Retail	Shopping	livedeal.com
Retail	Shopping	pronto.com
Sports	Baseball	baseball.com
Sports	Baseball	baseballforum.com
Sports	Baseball	nyyfans.com
Sports	Basketball	basketballforum.com
Sports	Basketball	basketball.com
Sports	Basketball	clublakers.com

Channel	Sub Channel	URL
Sports	Basketball	dukebasketballreport.com
Sports	Basketball	spursreport.com
Sports	College	auburnundercover.com
Sports	College	boneyardbanter.com
Sports	College	buckeyeplanet.com
Sports	College	bucknuts.com
Sports	College	caazone.com
Sports	College	cougarboard.com
Sports	College	crimsonconfidential.com
Sports	College	dawgrun.com
Sports	College	dukebasketballreport.com
Sports	College	gatorcountry.com
Sports	College	gopherhole.com
Sports	College	hogville.com
Sports	College	hornfans.com
Sports	College	kentuckyink.com
Sports	College	killerfrogs.com
Sports	College	ndnation.com
Sports	College	netbuffs.com
Sports	College	nittanyfootball.com
Sports	College	ponyfans.com
Sports	College	ramnation.com
Sports	College	sixpackspeak.com
Sports	College	soonerfans.com
Sports	College	spartantailgate.com
Sports	College	techsideline.com
Sports	College	texags.com
Sports	College	thesabre.com
Sports	College	tidefans.com
Sports	College	tigerboard.com
Sports	College	tigerdroppings.com
Sports	College	tigernet.com
Sports	College	uhnd.com
Sports	College	valleytalk.com
Sports	College	volnation.com
Sports	College	wildwestsports.com
Sports	Cricket	cricketforum.com
Sports	Extreme	boxingforum.com
Sports	Extreme	grindtv.com
Sports	Extreme	mmaforum.com
Sports	Extreme	mmajunkie.com
Sports	Extreme	paintballforum.com
Sports	Extreme	ufc.com
Sports	Extreme	wec.tv
Sports	Extreme	wrestlingforum.com
Sports	Fantasy Sports	affl.com
Sports	Fantasy Sports	baseball-almanac.com
Sports	Fantasy Sports	baseballmusings.com
Sports	Fantasy Sports	baseballprospectus.com
Sports	Fantasy Sports	basketballprospectus.com
Sports	Fantasy Sports	bfdfantasy.com

Channel	Sub Channel	URL
Sports	Fantasy Sports	bushleaguebaseball.com
Sports	Fantasy Sports	cdmsports.com
Sports	Fantasy Sports	collegefootballpoll.com
Sports	Fantasy Sports	collegehoopsnet.com
Sports	Fantasy Sports	commissioneronline.com
Sports	Fantasy Sports	condraft.com
Sports	Fantasy Sports	coolstandings.com
Sports	Fantasy Sports	creativesports.com
Sports	Fantasy Sports	cricbuzz.com
Sports	Fantasy Sports	cricketmanager.co.uk
Sports	Fantasy Sports	cybergolf.com
Sports	Fantasy Sports	dellfantasysports.com
Sports	Fantasy Sports	dobberhockey.com
Sports	Fantasy Sports	draftace.com
Sports	Fantasy Sports	draftcountdown.com
Sports	Fantasy Sports	draftdynamix.com
Sports	Fantasy Sports	draftking.com
Sports	Fantasy Sports	draftsharks.com
Sports	Fantasy Sports	draftstock.com
Sports	Fantasy Sports	emptythebench.com
Sports	Fantasy Sports	fanprophet.com
Sports	Fantasy Sports	fantasy.atptennis.com
Sports	Fantasy Sports	fantasyauctioneer.com
Sports	Fantasy Sports	fantasybaseballaid.com
Sports	Fantasy Sports	fantasybaseballchampionship.com
Sports	Fantasy Sports	fantasybaseballdirectory.com
Sports	Fantasy Sports	fantasybaseballexpress.com
Sports	Fantasy Sports	fantasybaseballgeeks.com
Sports	Fantasy Sports	fantasybaseballguy.com
Sports	Fantasy Sports	fantasybaseballsearch.com
Sports	Fantasy Sports	fantasybasketballdirectory.com
Sports	Fantasy Sports	fantasycollegeblitz.com
Sports	Fantasy Sports	fantasydope.com
Sports	Fantasy Sports	fantasyfootballad.com
Sports	Fantasy Sports	fantasyfootballchampionship.com
Sports	Fantasy Sports	fantasyfootballdirectory.com
Sports	Fantasy Sports	fantasyfootballindepth.com
Sports	Fantasy Sports	fantasyfootballsearch.com
Sports	Fantasy Sports	fantasyfootballstarters.com
Sports	Fantasy Sports	fantasyfootballstop.com
Sports	Fantasy Sports	fantasyguru.com
Sports	Fantasy Sports	fantasyhockeydirectory.com
Sports	Fantasy Sports	fantasyhumor.com
Sports	Fantasy Sports	fantasyjungle.com
Sports	Fantasy Sports	fantasylineup.com
Sports	Fantasy Sports	fantasyjojo.com
Sports	Fantasy Sports	fantasyplayers.com
Sports	Fantasy Sports	fantasyplaymakers.com
Sports	Fantasy Sports	fantasysharks.com
Sports	Fantasy Sports	fantasysportsunlimited.com
Sports	Fantasy Sports	fantasystartorsit.com



Channel	Sub Channel	URL
Sports	Fantasy Sports	ffbookmarks.com
Sports	Fantasy Sports	fftoday.com
Sports	Fantasy Sports	fftoolbox.com
Sports	Fantasy Sports	footballdiehards.com
Sports	Fantasy Sports	footballguys.com
Sports	Fantasy Sports	footballinjuries.com
Sports	Fantasy Sports	gametimedecisions.net
Sports	Fantasy Sports	gbnreport.com
Sports	Fantasy Sports	gothambaseball.com
Sports	Fantasy Sports	hockeydb.com
Sports	Fantasy Sports	hockeydraft.ca
Sports	Fantasy Sports	hockeytraderumors.com
Sports	Fantasy Sports	hoopsaddict.com
Sports	Fantasy Sports	hoopshype.com
Sports	Fantasy Sports	hoopsklyce.com
Sports	Fantasy Sports	hoopsvine.com
Sports	Fantasy Sports	hoopsworld.com
Sports	Fantasy Sports	junkyardjake.com
Sports	Fantasy Sports	kffl.com
Sports	Fantasy Sports	lesterslegends.com
Sports	Fantasy Sports	mockdraftcentral.com
Sports	Fantasy Sports	mrfantasy.com
Sports	Fantasy Sports	mvn.com
Sports	Fantasy Sports	myfantasyleague.com
Sports	Fantasy Sports	no-offseason.com
Sports	Fantasy Sports	nyrnation.com
Sports	Fantasy Sports	odiselector.com
Sports	Fantasy Sports	onebadwheel.com
Sports	Fantasy Sports	onpitrow.com
Sports	Fantasy Sports	paydaysports.com
Sports	Fantasy Sports	profantasybaseball.com
Sports	Fantasy Sports	profantasybasketball.com
Sports	Fantasy Sports	profantasy-football.com
Sports	Fantasy Sports	profantasygames.com
Sports	Fantasy Sports	profantasynhl.com
Sports	Fantasy Sports	profsa.com
Sports	Fantasy Sports	racingblackflag.com
Sports	Fantasy Sports	realfootball365.com
Sports	Fantasy Sports	rotoauthority.com
Sports	Fantasy Sports	rotobowl.com
Sports	Fantasy Sports	rotohog.com
Sports	Fantasy Sports	rotation.com
Sports	Fantasy Sports	rototimes.com
Sports	Fantasy Sports	rotowire.com
Sports	Fantasy Sports	rtsports.com
Sports	Fantasy Sports	screamingsports.com
Sports	Fantasy Sports	seniorhockeyleague.com
Sports	Fantasy Sports	simdynasty.com
Sports	Fantasy Sports	spectorshockey.net
Sports	Fantasy Sports	speedwaymedia.com
Sports	Fantasy Sports	suicideleague.com

Channel	Sub Channel	URL
Sports	Fantasy Sports	sundayleague.com
Sports	Fantasy Sports	td-7football.com
Sports	Fantasy Sports	thebaseballcube.com
Sports	Fantasy Sports	thebiglead.com
Sports	Fantasy Sports	thefantasyconsultant.com
Sports	Fantasy Sports	thefantasyfootballtimes.com
Sports	Fantasy Sports	thefantasysportsforum.com
Sports	Fantasy Sports	thefootballexpert.com
Sports	Fantasy Sports	thehuddle.com
Sports	Fantasy Sports	tpsradio.net
Sports	Fantasy Sports	tqstats.com
Sports	Fantasy Sports	walterfootball.com
Sports	Fantasy Sports	warroomreport.com
Sports	Fishing	fishingbuddy.com
Sports	Fishing	Fishingworks.com
Sports	Football	collegefootballnews.com
Sports	Football	dallascowboys.com
Sports	Football	football.com
Sports	Football	footballforum.com
Sports	Football	jjhuddle.com
Sports	Football	packeraddict.com
Sports	Football	realfootball365.com
Sports	Football	walterfootball.com
Sports	Gambling	wagerline.com
Sports	General	Allsports.com
Sports	General	awfulannouncing.blogspot.com
Sports	General	beerleaguer.com
Sports	General	covers.com
Sports	General	outsports.com
Sports	General	ovguide.com
Sports	General	prosportsdaily.com
Sports	General	sportsnetwork.com
Sports	General	Ugo.com
Sports	General	waitingfornextyear.com
Sports	Golf	focusgolfer.com
Sports	Golf	golfforum.com
Sports	Golf	ngn.com
Sports	Lacrosse	lacrosseforum.com
Sports	News	portlandtribune.com
Sports	News	realgm.com
Sports	News	wissports.net
Sports	Outdoors	CoolTrails.com
Sports	Outdoors	Mountainzone.com
Sports	Outdoors	skiingforum.com
Sports	Outdoors	snowboardingforum.com
Sports	Outdoors	Thebackpacker.com
Sports	Outdoors	Webwalking.com
Sports	Poker	nlop.com
Sports	Rugby	rugbydump.blogspot.com
Sports	Rugby	rugbyforums.com
Sports	Running	Run.com

Channel	Sub Channel	URL
Sports	Soccer	cristianoronaldofan.net
Sports	Soccer	epltalk.com
Sports	Soccer	footytube.com
Sports	Soccer	soccerforum.com
Sports	Soccer	soccerlens.com
Sports	Soccer	soccernews.com
Sports	Soccer	thesoccerblog.org
Sports	Soccer	xtratime.org
Sports	Tennis	menstennisforums.com
Sports	Tennis	tennisforum.com
Sports	Tennis	tennisuniverse.com
Sports	Video	dallascowboys.com
Sports	Volleyball	volleyballforum.com
Sports	Wrestling	nodq.com
Sports	Wrestling	sescoops.com
Sports	Wrestling	tnaheadlines.com
Sports	Wrestling	wrestlingforum.com
Sports	Wrestling	wrestlinginc.com
Sports	Wrestling	wrestlingplanet.com
Sports	Wrestling	wwe.com
Technology	Apple	iclarified.com
Technology	Communications	userplane.com
Technology	Digital Photography	fotki.com
Technology	Digital Photography	fotoflexer.com
Technology	Digital Photography	photobucket.com
Technology	Digital Photography	popphoto.com
Technology	Digital Photography	slide.com
Technology	Digital Photography	tinypic.com
Technology	Digital Photography	webshots.com
Technology	Email	bigstring.com
Technology	General	fanbox.com
Technology	General	osdir.com
Technology	General	soundandvisionmag.com
Technology	General	Ugo.com
Technology	ISP/Search	411.info
Technology	ISP/Search	charter.com
Technology	ISP/Search	excite.com
Technology	ISP/Search	searchkindly.com
Technology	ISP/Search	whitepages.com
Technology	ISP/Search	wowway.com
Technology	Mobile	mobilerrider.com
Technology	News	electronista.com
Technology	News	podcastgo.com
Technology	News	zonsoft.com
Technology	Web Design	blibs.com
Technology	Web Design	freewebs.com
Technology	Web Design	webfetti.com
Technology	Web Hosting	freewebs.com
Technology	Web Hosting	mediafire.com
Teens	Entertainment	mysoju.com
Teens	Entertainment	okmagazine.com

Channel	Sub Channel	URL
Teens	Entertainment	onemanga.com
Teens	Entertainment	wizardworld.com
Teens	Fashion	ellegirl.com
Teens	Games	cevo.com
Teens	Games	dotaallstars.com
Teens	Games	esreality.com
Teens	Games	filmcritic.com
Teens	Games	firstshowing.com
Teens	Games	gameriot.com
Teens	Games	giantrealm.com
Teens	Games	incgamers.com
Teens	Games	mangahelpers.com
Teens	Games	moddb.com
Teens	Games	myndflame.com
Teens	Games	operationsports.com
Teens	Games	purepwnage.com
Teens	Games	scorehero.com
Teens	Games	spawnpoint.com
Teens	Games	starfeeder.gameriot.com
Teens	General	acclaim.com
Teens	General	meez.com
Teens	General	Ugo.com
Teens	Lifestyles	myyearbook.com
Teens	Lifestyles	hi5.com
Transportation	Airplanes	aerotrader.com
Transportation	Airplanes	flyingmag.com
Transportation	Airplanes	Myaviation.net
Transportation	ATV	atv.com
Transportation	ATV	atv-forum.com
Transportation	ATV	atvtraderonline.com
Transportation	Boats	boatingmag.com
Transportation	Boats	boats.com
Transportation	Boats	boattraderonline.com
Transportation	Boats	pwc-traderonline.com
Transportation	Boats	sailboattraderonline.com
Transportation	Boats	yachttraderonline.com
Transportation	Boats	yachtworld.com
Transportation	Cars	Honda-Tech.com
Transportation	Cars	ModernHemi.com
Transportation	Cars	4RunnerForum.com
Transportation	Cars	6SpeedOnline.com
Transportation	Cars	AcuraForums.com
Transportation	Cars	AcuraZine.com
Transportation	Cars	AFU.com
Transportation	Cars	ATVConnection.com
Transportation	Cars	AudiForums.com
Transportation	Cars	AudiWorld.com
Transportation	Cars	automobile.com
Transportation	Cars	autosport.com
Transportation	Cars	BikerForums.org
Transportation	Cars	BlazerForum.com

Channel	Sub Channel	URL
Transportation	Cars	BuickForum.com
Transportation	Cars	CadillacForum.com
Transportation	Cars	CamaroForums.com
Transportation	Cars	CamryForums.com
Transportation	Cars	caranddriver.com
Transportation	Cars	cardomain.com
Transportation	Cars	carparts.com
Transportation	Cars	carreviewsandnews.com
Transportation	Cars	Cayenne.rennlist.com
Transportation	Cars	CBRForum.com
Transportation	Cars	ChevroletForum.com
Transportation	Cars	ChryslerCuda.com
Transportation	Cars	ChryslerForum.com
Transportation	Cars	CivicForums.com
Transportation	Cars	classiccars.com
Transportation	Cars	ClassicOldsmobile.com
Transportation	Cars	ClubLexus.com
Transportation	Cars	CorvetteForum.com
Transportation	Cars	CorvetteForums.com
Transportation	Cars	cycleworld.com
Transportation	Cars	DodgeChallenger.com
Transportation	Cars	DodgeClassifieds.com
Transportation	Cars	DodgeForum.com
Transportation	Cars	F150Online.com
Transportation	Cars	FitFreak.net
Transportation	Cars	FordForum.com
Transportation	Cars	Ford-Trucks.com
Transportation	Cars	Forums.rennlist.com
Transportation	Cars	G35Driver.com
Transportation	Cars	Gallery.rennlist.com
Transportation	Cars	GermanAutoForums.com
Transportation	Cars	GreenHybrid.com
Transportation	Cars	HDForums.com
Transportation	Cars	HondaAccordForu.comm
Transportation	Cars	Honda-Acura.net
Transportation	Cars	HondaCivicForum.com
Transportation	Cars	HondaForum.com
Transportation	Cars	HondaMarketPlace.com
Transportation	Cars	HummerForums.com
Transportation	Cars	HyundaiForum.com
Transportation	Cars	IsuzuForums.com
Transportation	Cars	JaguarForums.com
Transportation	Cars	jcwhitney.com
Transportation	Cars	KawasakiForums.com
Transportation	Cars	LandRoverForums.com
Transportation	Cars	leftlanenews.com
Transportation	Cars	LexusForum.com
Transportation	Cars	LS1Tech.com
Transportation	Cars	Mail.rennlist.com
Transportation	Cars	Maxima.org
Transportation	Cars	Mazda3Club.com

Channel	Sub Channel	URL
Transportation	Cars	MazdaForum.com
Transportation	Cars	MBWorld.org
Transportation	Cars	MercedesForum.com
Transportation	Cars	MercedesMcClaren.com
Transportation	Cars	MercuryForum.com
Transportation	Cars	MiniCooperForums.com
Transportation	Cars	MitsubisiForum.com
Transportation	Cars	ModMotorTech.com
Transportation	Cars	MonteCarloForum.com
Transportation	Cars	MoparForums.com
Transportation	Cars	motordaily.net
Transportation	Cars	MustangBoards.com
Transportation	Cars	MustangForums.com
Transportation	Cars	MustangLinks.com
Transportation	Cars	My350Z.com
Transportation	Cars	MyG37.com
Transportation	Cars	NissanForum.com
Transportation	Cars	NorthAmericanMotoring.com
Transportation	Cars	NorthestBracketRacing.com
Transportation	Cars	OldsmobileForum.com
Transportation	Cars	PassionFord.com
Transportation	Cars	PerformanceTrucks.com
Transportation	Cars	PontiacTalk.com
Transportation	Cars	race2win.net
Transportation	Cars	Rennlist.com
Transportation	Cars	roadandtrack.com
Transportation	Cars	RX7Club.com
Transportation	Cars	RX8Club.com
Transportation	Cars	S2000.com
Transportation	Cars	SaabForums.com
Transportation	Cars	SaturnForum.com
Transportation	Cars	ScionLife.com
Transportation	Cars	ScoobyNet.com
Transportation	Cars	StuntLife.com
Transportation	Cars	SuperHawkForum.com
Transportation	Cars	SuzukiForum.com
Transportation	Cars	ThirdGen.org
Transportation	Cars	TruckForums.com
Transportation	Cars	volcars.com
Transportation	Cars	VolkswagenForum.com
Transportation	Cars	VolvoForums.com
Transportation	Cars	Wikicars.com
Transportation	Cars	Yota-Tech.com
Transportation	Cars	ZDriver.com
Transportation	Equipment	equipmenttraderonline.com
Transportation	Marine	jetskinews.com
Transportation	Marine	personalwatercraft.com
Transportation	Marine	pwcforum.com
Transportation	Motorcycles	1000rr.com
Transportation	Motorcycles	1000rr.net
Transportation	Motorcycles	600rr.com

Channel	Sub Channel	URL
Transportation	Motorcycles	apriliatalk.com
Transportation	Motorcycles	buellchat.com
Transportation	Motorcycles	cycletrader.com
Transportation	Motorcycles	ducati.ms
Transportation	Motorcycles	ducatimonster.org
Transportation	Motorcycles	esportbike.com
Transportation	Motorcycles	fz6forums.com
Transportation	Motorcycles	gixxer.com
Transportation	Motorcycles	goldwingowners.com
Transportation	Motorcycles	gsxr.com
Transportation	Motorcycles	harley-davidsonforums.com
Transportation	Motorcycles	kawasakiforum.com
Transportation	Motorcycles	kawiforums.com
Transportation	Motorcycles	motorcycle.com
Transportation	Motorcycles	r1-forum.com
Transportation	Motorcycles	r1messenet.com
Transportation	Motorcycles	r6.com
Transportation	Motorcycles	r6-forum.com
Transportation	Motorcycles	r6messenet.com
Transportation	Motorcycles	raptorforum.com
Transportation	Motorcycles	rc51forums.com
Transportation	Motorcycles	sportbikes.com
Transportation	Motorcycles	sportbikes.net
Transportation	Motorcycles	sportbikeworld.com
Transportation	Motorcycles	starbikeforums.com
Transportation	Motorcycles	thumpertalk.com
Transportation	Motorcycles	triumphrat.net
Transportation	Motorcycles	twowheelforum.com
Transportation	Motorcycles	victoryforums.com
Transportation	Motorcycles	v-twinforum.com
Transportation	Motorcycles	vulcanforums.com
Transportation	RV	rvtraderonline.com
Transportation	Snowmobile	hardcoresledder.com
Transportation	Snowmobile	snowmobile.com
Transportation	Snowmobile	snowmobiletraderonline.com
Transportation	Snowmobile	snowmobileworld.com
Transportation	Trucks	commercialtrucktrader.com
Travel	General	compete4yourseat.com
Travel	General	flightstats.com
Travel	General	maps.com
Travel	General	mexconnect.com
Travel	General	snocountry.com
Travel	General	Travels.com
Travel	General	yankeefoliage.com
Women's Interest	Entertainment	americangreetings.com
Women's Interest	Entertainment	bluemountain.com
Women's Interest	Entertainment	buzznet.com
Women's Interest	Entertainment	egreetings.com
Women's Interest	Entertainment	exploredance.com
Women's Interest	Entertainment	flynetonline.com
Women's Interest	Entertainment	forladys.com

Channel	Sub Channel	URL
Women's Interest	Entertainment	free.napster.com
Women's Interest	Entertainment	hollywoodupclose.com
Women's Interest	Entertainment	infdaily.com
Women's Interest	Entertainment	justjared.com
Women's Interest	Entertainment	myfuncards.com
Women's Interest	Entertainment	pacificoastnewsonline.com
Women's Interest	Entertainment	recapist.com
Women's Interest	Entertainment	somagirls.tv
Women's Interest	Entertainment	x17video.com
Women's Interest	Family	ancestry.com
Women's Interest	Family	babynamenetwork.com
Women's Interest	Family	babynameworld.com
Women's Interest	Family	FamilyWatchdog.us
Women's Interest	Family	genealogy.com
Women's Interest	Family	myfamily.com
Women's Interest	Family	popularbabynames.com
Women's Interest	Family	rootsweb.com
Women's Interest	Fashion	elle.com
Women's Interest	Fashion	ellegirl.com
Women's Interest	Fashion	fashionWATCH.com
Women's Interest	Fashion	forladys.com
Women's Interest	Fashion	kiwibox.com
Women's Interest	Fashion	life123.com
Women's Interest	Fashion	okmagazine.com
Women's Interest	Fashion	podcastgo.com
Women's Interest	Fashion	somagirls.tv
Women's Interest	Health	bestdietforme.com
Women's Interest	Health	healthon.com
Women's Interest	Health	medications.com
Women's Interest	Home & Garden	aliciasrecipes.com
Women's Interest	Home & Garden	almanac.com
Women's Interest	Home & Garden	anniesrecipes.com
Women's Interest	Home & Garden	gourmandia.com
Women's Interest	Home & Garden	learn2grow.ocm
Women's Interest	Home & Garden	pointclickhome.com
Women's Interest	Home & Garden	wineintro.com
Women's Interest	Home & Garden	yankeefoliage.com
Women's Interest	Home & Garden	yankeemagazine.com
Women's Interest	Home & Garden	zootoo.com
Women's Interest	Lifestyles	buzznet.com
Women's Interest	Lifestyles	hi5.com
Women's Interest	Lifestyles	okmagazine.com
Women's Interest	Lifestyles	womansday.com
Women's Interest	Lifestyles	yankeemagazine.com
Women's Interest	Luxury	elle.com
Women's Interest	Luxury	fashionWATCH.com
Women's Interest	Online Personals/Dating	advisediva.com
Women's Interest	Online Personals/Dating	americansingles.com
Women's Interest	Online Personals/Dating	bbwpersonalsplus.com
Women's Interest	Online Personals/Dating	blacksingles.com
Women's Interest	Online Personals/Dating	catholicmingle.com



Channel	Sub Channel	URL
Women's Interest	Online Personals/Dating	christianmingle.com
Women's Interest	Online Personals/Dating	collegeluv.com
Women's Interest	Online Personals/Dating	date.ca
Women's Interest	Online Personals/Dating	interracialsingles.net
Women's Interest	Online Personals/Dating	jdate.com
Women's Interest	Online Personals/Dating	jewishmingle.com
Women's Interest	Online Personals/Dating	lavalife.com
Women's Interest	Online Personals/Dating	ldsmingle.com
Women's Interest	Online Personals/Dating	ldssingles.com
Women's Interest	Online Personals/Dating	match.com
Women's Interest	Online Personals/Dating	militarysinglesconnection.com
Women's Interest	Online Personals/Dating	okcupid.com
Women's Interest	Online Personals/Dating	primesingles.net
Women's Interest	Online Personals/Dating	realationship.com
Women's Interest	Online Personals/Dating	romanceclass.com
Women's Interest	Online Personals/Dating	singleparentsmingle.com

EXHIBIT 3

EXHIBIT M

Form of Escrow Agreement

ESCROW AGREEMENT

This escrow agreement (the “Escrow Agreement”) is entered into as of the _____ day of September 2009, by and among Akzo Nobel Inc.; Bioproducts Incorporated, Mitsui & Co., Ltd. and Mitsui & Co. (U.S.A.), Inc.; Chinook Global Limited (f/k/a Chinook Group Ltd.) and Chinook Group, Inc.; Evonik Degussa GmbH, successor to Degussa AG f/k/a Degussa-Hüls AG, and Evonik Degussa Corporation f/k/a Degussa Corporation and f/k/a Degussa-Hüls Corporation; Lonza AG; Merck KGaA, E. Merck and EM Industries, Inc. (n/k/a EMD Chemicals Inc.); Nepera, Inc.; Sumitomo Chemical America, Inc. and Sumitomo Chemical Co., Ltd.; Mitsubishi Tanabe Pharma Corporation (f/k/a Tanabe Seiyaku Company Ltd.) and Tanabe U.S.A., Inc.; UCB Pharma, Inc.; and, Vertellus Specialties Inc. (f/k/a Reilly Industries, Inc.) and Vertellus Chemicals SA (f/k/a Reilly Chemicals SA) (collectively and severally, “Escrow Defendants” and each individually as “Escrow Defendant”); Straus & Boies, LLP as Plaintiffs’ Lead Counsel (“PLC”) in the Class Actions, on behalf of the Settlement Classes; the Settling States’ Liaison Counsel on behalf of the Settling States; and, SunTrust Bank, a Georgia banking corporation, as Escrow Agent.

I. RECITALS.

A. PLC and Settling States, on behalf of consumer and commercial settlement classes composed of indirect purchasers of Vitamin Products, and Escrow Defendants are parties to a settlement agreement made and entered into as of September ____, 2009 (the “Multistate Settlement Agreement”) stating the terms and conditions of settlement and resolving with finality as to the Escrow Defendants and others various private class claims and/or *parens patriae* claims of the Settling States.

B. This Escrow Agreement sets forth the terms and conditions of agreement for handling certain funds that are to be deposited by the Escrow Defendants into escrow accounts (the “Settlement Escrow Funds”) and to be retained therein and distributed therefrom in accordance with the terms of the Multistate Settlement Agreement and this agreement.

C. Escrow Defendants, PLC, the Settling States and the Escrow Agent hereby acknowledge that this agreement provides each of them with good and valuable consideration.

D. Capitalized terms used but not defined herein have the meanings ascribed to them in the Multistate Settlement Agreement. The Escrow Agent acknowledges receipt of a copy of the Multistate Settlement Agreement.

II. APPOINTMENT OF ESCROW AGENT.

PLC, Escrow Defendants, and Settling States’ Liaison Counsel hereby appoint SunTrust Bank to act as escrow agent (the “Escrow Agent”) as set forth by the terms and conditions herein in conjunction with the Multistate Settlement Agreement, and the Escrow Agent hereby accepts such appointment on such terms and conditions.

III. SETTLEMENT ESCROW ACCOUNT.

The Escrow Agent shall establish the following three separate accounts and subaccounts (collectively, the “Escrow Account”): (a) a “Consumer Class Escrow Account” established for the purpose of receiving the Consumer Class Settlement Amount and carrying out the Consumer Class Settlement, which shall in turn be divided into 23 subaccounts, one for each Settling State, in accordance with that Settling State’s Applicable State Consumer Fund Percentage; (b) a “Commercial Class Escrow Account”

established for the purposes of receiving the Commercial Class Settlement Amount and carrying out the Commercial Class Settlement, which shall in turn be divided into 22 subaccounts, one for each Settling State except Hawaii, in accordance with that Settling State's Applicable State Commercial Fund Percentage; and (c) an "Attorneys' Fees Escrow Account" established for the purposes of receiving the Settling Defendants' payment of attorneys' fees and carrying out the provisions of Paragraph VI.B.2 of the Multistate Settlement Agreement, which shall in turn be divided into 23 subaccounts, one for each Settling State, in accordance with that Settling State's Applicable State Attorneys' Fee Fund Percentage. The Escrow Account shall be held and administered separately and apart from all other accounts in accordance with the terms of this Escrow Agreement.

IV. STATUS OF ESCROW FUNDS.

The Escrow Account, wherever maintained, shall be deemed *in custodia legis* and subject to the jurisdiction of the United States District Court for the District of Columbia (the "MDL Court").

V. INVESTMENT OF ESCROW FUNDS.

A. The Escrow Agent shall invest and reinvest Escrow Account funds in either (i) obligations or certificates issued or guaranteed by the United States of America or its agencies or instrumentalities or (ii) a money market account managed by the Escrow Agent or any of its subsidiaries or affiliates with a stated investment objective of investing only in such obligations and certificates, repurchase agreements involving such obligations and certificates, and shares of registered money market funds that invest in the foregoing. In the absence of written direction, the Escrow Agent shall invest the Escrow Account funds in the RidgeWorth U.S. Government Securities Money Market Fund.

B. So long as monies remain in the Escrow Account, the Escrow Agent shall furnish PLC, Escrow Defendants' Liaison Counsel (herein designated as Michael O. Ware, Esq.), and Settling States' Liaison Counsel with a monthly statement reporting deposits made, interest earned, and disbursements from the Escrow Account during the prior calendar month.

C. Absent a failure to adhere to the investment limitations defined in Paragraph V(A) above, (i) the Escrow Agent shall have no liability for the selection of investments or for investment losses incurred thereon; (ii) the Escrow Agent shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity; and (iii) the Escrow Agent shall not be liable for any losses resulting from any depreciation in the market value of any such investments. Any and all income earned or losses incurred on the Escrow Account shall be credited to or debited from the Escrow Account.

D. The Consumer Class Escrow Account, the Commercial Class Escrow Account and the Attorneys' Fees Escrow Account shall each be a separate custody account, segregated from all other funds or accounts held by the Escrow Agent, and the Escrow Agent shall maintain all necessary and proper records to identify those accounts as separate and distinct from its general assets. The Escrow Agent shall maintain Bankers' Bond coverage for so long as monies remain in the Escrow Account. The Escrow Agent shall not commingle the Escrow Account with any other assets of the Escrow Agent or of any other party.

VI. RELEASE OF ESCROW FUNDS.

A. The Escrow Agent shall deliver funds from the Escrow Accounts as directed by the joint written instruction of PLC, Escrow Defendants' Liaison Counsel, and the Settling States' Liaison Counsel, all of whom will also review and provide written approvals of the calculations made in accordance with this Section VI. Payments shall be made in a manner that ensures sufficient funds at all times to cover the taxes or estimated taxes with respect to any interest or other income earned on the Escrow Accounts, in accordance with Section VII below, and the fees and expenses of the Escrow Agent allocable to such interest or income in accordance with Paragraph VI(C) below.

B. Notwithstanding paragraph VI(A) above, at PLC's written instruction (which PLC shall issue after Preliminary Approval and provide simultaneously to Escrow Defendants' Liaison Counsel and to Settling States' Liaison Counsel), in accordance with Paragraph VI.B.1 of the Multistate Settlement Agreement, the Escrow Agent shall deliver up to \$1,450,000 (\$725,000 from the Consumer Class Escrow Account, drawn from its subaccounts in accordance with the Applicable State Consumer Fund Percentage; and \$725,000 from the Commercial Class Escrow Account, drawn from its subaccounts in accordance with the Applicable State Commercial Fund Percentage) to pay such Notice Costs and administrative expenses as may be approved by the MDL Court.

C. For its services, the Escrow Agent shall receive fees in accordance with the Escrow Agent's fee schedule, attached hereto as Exhibit 1, and shall be reimbursed for reasonable expenses, disbursements and advances incurred in connection with its activities hereunder (including the fees, expenses and disbursements to persons not regularly in its employ). All such fees and expenses shall constitute a direct charge half against the

Consumer Class Escrow Account (drawn from its subaccounts in accordance with the Applicable State Consumer Fund Percentage) and half against the Commercial Class Escrow Account (drawn from its subaccounts in accordance with the Applicable State Commercial Fund Percentage). The Escrow Agent shall not debit the Escrow Account for any charge, however, until it has presented its statement of such charge to, and received written approval from, PLC, Escrow Defendants' Liaison Counsel, and Settling States' Liaison Counsel. Approval shall not be unreasonably withheld or delayed. In the event that PLC, Escrow Defendants' Liaison Counsel, and Settling States' Liaison Counsel object in writing to any fees or expenses of the Escrow Agent, the Escrow Agent shall not debit the Escrow Account for such fees or expenses other than (i) in accordance with a written agreement executed by each of the parties hereto or (ii) pursuant to an order of the MDL Court.

VII. QUALIFIED SETTLEMENT FUND.

A. Each of the parties to this Escrow Agreement intends that the Escrow Accounts be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, 26 U.S.C. § 468B, et seq., and to that end the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the written request of the Escrow Defendants, the Escrow Agent shall take all actions as may be necessary or appropriate to cause a "relation back election" as described in Treas. Reg. § 1.468B-1(j) to be made so as to enable the Escrow Accounts to be treated as a qualified settlement fund from the earliest date possible.

B. It is intended that any taxes due as a result of income earned by Consumer Class Escrow Account, the Commercial Class Escrow Account or the Attorneys' Fees Escrow Account will be paid by Escrow Agent exclusively from the account responsible for generating the tax liability in question. The Escrow Agent will, under the direction of PLC or its designated accountant, take all necessary steps to facilitate any tax filings including complying with tax information reporting, withholding requirements and tax payments, including as provided in this Escrow Agreement, relating to the Escrow Account. The Escrow Agent shall comply with all written instructions regarding the tax filing, information reporting, withholding requirements, tax payments, and reserves for taxes against the Escrow Accounts. All notices received by the Escrow Agent of any taxes due or relating to any tax information reporting and withholding requirements shall, upon receipt, be provided to PLC, Escrow Defendants' Liaison Counsel, and Settling States' Liaison Counsel. In the event that PLC deems it necessary that a non-interest bearing escrow account be opened for tax purposes, the parties hereto agree and will forward written correspondence advising the Escrow Agent to establish such an "Escrow Disbursement Account." The Escrow Agent may also retain a competent accounting firm (the "Escrow Accountant") as may be agreed upon by the parties hereto to be responsible for complying with these duties. The fees and other charges of the Escrow Accountant shall be allocated as a charge against the Consumer Class Escrow Account (drawn from its subaccounts in accordance with the Applicable State Consumer Fund Percentage), the Commercial Class Escrow Account (drawn from its subaccounts in accordance with the Applicable State Commercial Fund Percentage), and the Attorneys' Fees Escrow Account, in proportions to be designated by the Escrow Accountant. In making that designation, the

Escrow Accountant shall consider firstly the proportion of the Escrow Accountant's efforts ascribable to each account, secondly the size of each account, and thirdly the presumption of the Multistate Settlement Agreement that ordinary expenses of settlement administration are to be born equally by the Consumer Class Escrow Account and the Commercial Class Escrow Account.

C. To effectuate the terms of this Escrow Agreement, including without limitation the terms of this Section VII, the parties agree to join in promptly applying for a taxpayer identification number for the Escrow Accounts, but in no event should this application be later than ten (10) calendar days after the date of the initial deposit of funds into the Escrow Account.

D. Prior to making any disbursements of funds or monies from the Settlement Escrow Account, the Escrow Agent shall obtain withholding and back up withholding information from payees as is required by applicable law or shall issue such 1099 forms as necessary.

E. The parties shall perform or cause to be performed any and all acts as may be required to cause the Escrow Account to qualify and remain qualified as a "qualified settlement fund" as described in Paragraph VII(A) above.

VIII. TERMINATION OF ESCROW AGREEMENT.

This Escrow Agreement (other than the Escrow Agent's right to indemnification as set forth in Paragraph IX(C) below) shall terminate when no monies remain in the Escrow Account.

IX. ESCROW AGENT.

A. The Escrow Agent shall have no duty or obligation hereunder other than:

(i) to hold and to invest Escrow Account funds it receives and to release funds in accordance with the terms of this Escrow Agreement, of the Multistate Settlement Agreement and of orders of the MDL Court; (ii) to maintain and provide appropriate records; and, (iii) to take such specific actions as are required from time to time under the provisions of this Escrow Agreement. The Escrow Agent has no fiduciary obligation to any party hereto. The Escrow Agent shall incur no liability hereunder or in connection herewith other than as a result of its own bad faith, gross negligence or willful misconduct. Neither the Escrow Agent nor its officers shall be liable with respect to any error of judgment made in good faith, including actions taken or omitted to be taken by it or them in good faith in accordance with any direction from a party under this Escrow Agreement unless under the terms of this Escrow Agreement the Escrow Agent is only permitted to take such action or to omit to take action upon joint direction of the parties or order of the MDL Court. No implied covenants or obligations against the Escrow Agent shall be read into this Escrow Agreement. The Escrow Agent shall not be bound in any way by any agreement or contract between PLC, Escrow Defendants, and/or Settling States (whether or not the Escrow Agent has knowledge thereof), including the Multistate Settlement Agreement. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages.

B. The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of any property delivered hereunder; the value of or inability to collect any note, check or other instrument so delivered; or any representations made or obligations

assumed by any party other than the Escrow Agent. Nothing herein is deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or other property referred to herein, unless the Escrow Agent, pursuant to the terms of this Escrow Agreement, has first received the same.

C. The Escrow Agent shall be indemnified and reimbursed out of funds in the Escrow Account on account of any claim, loss, liability or expense of whatever kind or nature regardless of merit, including but not limited to reasonable attorneys' fees and expenses (each a "Loss Contingency"), incurred without bad faith or other than as a result of gross negligence or willful misconduct on the part of the Escrow Agent that arises directly or indirectly out of its acceptance of or the performance of its duties and obligations under this Escrow Agreement; *provided, however*, that the Escrow Agent shall not be indemnified against any Loss Contingency of which it becomes aware while funds remain in the Escrow Account unless the Escrow Agent shall have notified the other parties hereto of that Loss Contingency while funds remained in the Escrow Account. The provisions of this Paragraph IX(C) shall survive the disbursement of the Escrow Account funds, the termination of this Escrow Agreement and the removal or resignation of the Escrow Agent. References in this Paragraph IX(C) to the Escrow Agent shall be deemed to include its directors, officers, employees, agents and representatives. However, funds already distributed under the terms of the Multistate Settlement Agreement and orders of the MDL Court to cy pres recipients, commercial claimants and the Settling States shall in no event be subject to a reimbursement or indemnity claim by the Escrow Agent under this paragraph IX(C).

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

E. The parties agree that, should any dispute arise with respect to the payment, ownership or right to possession of any amounts in the Escrow Accounts, the Escrow Agent is authorized and directed to retain in its possession, without liability to anyone except in the event of its bad faith, willful misconduct or gross negligence, all or any part of the Escrow Account funds until such dispute shall have been settled either by mutual agreement of the parties concerned or by an unstayed order of the MDL Court. Nothing in the foregoing shall be construed to require the Escrow Agent to institute, defend or become a party to any proceeding in any such court or tribunal.

F. The Escrow Agent may resign at any time by giving written notice of resignation to the other parties hereto, but such resignation shall not become effective until a successor Escrow Agent, selected by PLC, Escrow Defendants' Liaison Counsel, and Settling States' Liaison Counsel shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor Escrow Agent has not been delivered to the Escrow Agent within 30 days after notice of resignation, the resigning Escrow Agent may petition the MDL Court for the appointment of a successor

Escrow Agent or may tender into the custody of the MDL Court all assets then held by it hereunder and shall thereupon be discharged from all further duties under this Escrow Agreement. Any costs incurred by the Escrow Agent petitioning the MDL Court or tendering assets into the custody of the MDL Court contemplated by the preceding sentence be charged against the Consumer Class Escrow Account and the Commercial Class Escrow Account as directed in writing by PLC or ordered by the MDL Court.

X. MISCELLANEOUS.

A. *Notices.* All notices under this Escrow Agreement shall be in writing, and each notice shall be given either by (a) hand delivery, (b) registered or certified mail, return receipt requested, postage pre-paid, (c) email or facsimile, with receipt to be confirmed by telephone, or (d) Federal Express or similar overnight courier and, in each case, shall be addressed as set forth in Exhibit 2 or such other addresses as such parties may designate, from time to time, by giving notice to all parties in the manner described in this Paragraph X(A). The Escrow Agent shall not be deemed to have received any notice hereunder prior to the Escrow Agent's actual receipt thereof.

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

C. *Governing Law.* This Escrow Agreement shall be construed in accordance with and governed by the laws of the District of Columbia without regard to its conflicts of law rules.

D. *Jurisdiction and Venue.* The parties hereto irrevocably and unconditionally submit to the jurisdiction of the MDL Court for purposes of any suit, action or proceeding

to enforce any provision of, or based on any right arising out of, this Escrow Agreement, and the parties hereto agree not to commence any such suit, action or proceeding except in the MDL Court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the MDL Court and hereby further irrevocably waive and agree not to plead or claim in the MDL Court that any such suit, action or proceeding has been brought in an inconvenient forum.

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

F. *Counterparts; Effectiveness.* This Escrow Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Escrow Agreement shall become effective when each party hereto has signed a counterpart hereof. Delivery by facsimile of a signed agreement shall be deemed delivery for purposes of acknowledging acceptance hereof; however, an original executed signature page must promptly thereafter be appended to this Escrow Agreement, and copies of the original executed agreement shall promptly thereafter be delivered to each party hereto with the Escrow Agent receiving the original executed agreement.

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

H. Whenever the Escrow Agent shall deem it necessary that a matter be proved or established prior to taking any action hereunder, such matter may, in the absence of gross negligence or bad faith on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate signed by the PLC, Escrow Defendants' Liaison Counsel, and the Settling States' Liaison Counsel and delivered to the Escrow Agent and such certificate shall be full warrant to the Escrow Agent for any action taken or omitted by it hereunder.

I. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care.

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

K. In the several places in this Escrow Agreement when the Escrow Agent may rely upon a notice, certification or other direction from an officer of an Escrow Defendant or Escrow Defendant's counsel, the Escrow Agent may rely upon any representation as though the officer or counsel has the power and authority to be providing such notice, certification or other direction. In any event, the Escrow Agent may assume that such notice, certification or other direction is being provided on behalf of all of the Escrow Defendants, without proof of such officer's or counsel's right to speak on behalf of any or all of the Escrow Defendants.

L. In accord with the requirements of the Patriot Act, all parties to this Escrow Agreement must provide the Escrow Agent with a fully executed IRS Form W-8 or W-9, as appropriate, upon execution of this Escrow Agreement.

M. *Force Majeure*. In the event that any party to this agreement is unable to perform its obligations under the terms of this agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other cause reasonably beyond its control, such party shall not be liable for damages to the other parties for such unforeseeable causes resulting from such failure to perform or otherwise from such causes. Performance under this agreement shall resume when the affected party is able to perform substantially that party's duties.

N. In the event funds transfer instructions are given (other than in writing at the time of execution of this agreement), whether in writing, by telecopier or otherwise, the Escrow Agent shall have the right, but not the responsibility to seek confirmation of such instructions by telephone call-back, and the Escrow Agent may rely upon confirmations. The parties to this agreement acknowledge that such security procedure is commercially reasonable.

O. It is understood that the Escrow Agent and the beneficiary's bank in any funds transfer may rely upon any account numbers or similar identifying number provided by the other parties hereto to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank.

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

SUNTRUST BANK
Escrow Agent

By: _____
Name: _____
Title: _____

STRAUS & BOIES, LLP

By: _____
David Boies III
Timothy D. Battin
Ian Otto

*Plaintiffs' Lead Counsel, on behalf of the
Settlement Classes*

ANDREW M. CUOMO
Attorney General for the State of New York

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Exhibit 1

Vitamin Products
SunTrust Bank as Escrow Agent
SCHEDULE OF FEES

\$1,000.00	One Time Escrow Acceptance Fee
\$3,500.00	Annual Administration Fee
\$0.00	Per Wire Transfer
\$0.00	Per 1099

The One Time Escrow Acceptance Fee and the initial Annual Administration Fee are payable in advance at the time of closing. On each anniversary of the date of this Escrow Agreement, the Annual Administration Fee is payable. The Escrow Acceptance Fee and each Annual Administration Fee shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including without limitation, termination of this Escrow Agreement or the resignation or removal of the Escrow Agent.

Note: The One Time Escrow Acceptance Fee and the Annual Administration Fees are waived, as long as the funds are invested in the RidgeWorth US Government Securities Money Market Fund.

Exhibit 2

ADDRESSES FOR NOTICES

ESCROW AGENT

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