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JAN 30 1997
U.S. CORNOR, CLK.
WEST. DISTRICT COURT
DISTRICT OF MISSOURI

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

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

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

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Attorney General GRANT WOODS,

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

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

CASE NO.
97 4024-CV-C- Sow

COMPLAINT

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Attorney General DARRELL V. McGRAW, JR.,

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

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

Plaintiffs,

v.

AMERICAN CYANAMID COMPANY,

Defendant.

----------X

COMPLAINT

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

I.

Jurisdiction and Venue

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

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

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

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

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

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

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

II.

Definitions

6. As used herein:

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

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

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

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

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

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

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

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

III.

Plaintiffs

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

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

IV.

Defendant

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

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

V.

Trade and Commerce

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

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

VI.

First Claim for Relief

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

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

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

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

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

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

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

VII.

Second Claim For Relief

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

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

VIII.

Third Claim For Relief

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

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

IX.

Fourth Claim For Relief

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

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

X.

Fifth Claim For Relief

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

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

XI.

Sixth Claim For Relief

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

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

XII.

Seventh Claim For Relief

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

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

XIII.

Eighth Claim For Relief

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

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

XIV.

Ninth Claim For Relief

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

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

XV.

Tenth Claim For Relief

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

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

XVI.

Eleventh Claim For Relief

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

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

XVII.

Twelth Claim For Relief

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

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

XVIII.

Thirteenth Claim For Relief

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

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

XIX.

Fourteenth Claim For Relief

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

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

XX.

Fifteenth Claim For Relief

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

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

XXI.

Sixteenth Claim For Relief

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

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

XXII.

Seventeenth Claim For Relief

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

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

XXIII.

Eighteenth Claim For Relief

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

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

XXIV.

Nineteenth Claim For Relief

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

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

XXV.

Twentieth Claim For Relief

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

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

XXVI.

Twenty-first Claim For Relief

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

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

XXVII.

Twenty-second Claim For Relief

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

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

XXVIII.

Twenty-third Claim For Relief

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

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

XXIX.

Twenty-fourth Claim For Relief

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

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

XXX.

Twenty-fifth Claim For Relief

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

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

XXXI.

Twenty-sixth Claim For Relief

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

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

XXXII.

Twenty-seventh Claim For Relief

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

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

XXXIII.

Twenty-eighth Claim For Relief

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

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

XXXIV.

Twenty-ninth Claim For Relief

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

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

XXXV.

Thirtieth Claim For Relief

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

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

XXXVI.

Thirty-first Claim For Relief

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

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

XXXVII.

Thirty-second Claim For Relief

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

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

XXXVIII.

Thirty-third Claim For Relief

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

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

XXXIX.

Thirty-fourth Claim For Relief

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

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

XXXX.

Thirty-fifth Claim For Relief

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

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

XXXXI.

Thirty-sixth Claim For Relief

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

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

XXXXII.

Thirty-seventh Claim For Relief

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

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

XXXXIII.

Thirty-eighth Claim For Relief

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

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

XXXXIV.

Thirty-ninth Claim For Relief

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

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

XXXXV.

Fortieth Claim For Relief

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

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

XXXXVI.

Forty-first Claim For Relief

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

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

XXXXVII.

Forty-second Claim For Relief

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

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

XXXXVIII.

Forty-third Claim For Relief

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

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

XXXXIX.

Forty-fourth Claim For Relief

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

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

L.

Forty-fifth Claim For Relief

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

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

LI.

Forty-sixth Claim For Relief

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

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

LII.

Forty-seventh Claim For Relief

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

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

LIII.

Forty-eighth Claim For Relief

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

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

LIV.

Forty-ninth Claim For Relief

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

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

LV.

Fiftieth Claim For Relief

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

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

LVI.

Fifty-first Claim For Relief

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

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

LVII.

Fifty-second Claim For Relief

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

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

LVIII.

Effects

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

LIX.

Injury

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

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

Prayer for Relief

WHEREFORE, Plaintiffs pray that the Court:

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

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

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

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

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

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

Respectfully submitted,

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