

If you purchased Vitamin C since 2001

You Could Be Affected by a Class Action Lawsuit and Settlements

A court authorized this notice. This is not a solicitation from a lawyer.

- There is a class action lawsuit about whether Chinese vitamin C (ascorbic acid) manufacturers (“Defendants”) conspired to fix and raise prices. The lawsuit includes three Classes:
 - **Direct Purchaser Damages Class**, seeking money for companies that bought vitamin C directly from the Defendants or other Chinese manufacturers;
 - **Indirect Purchaser Damages Class**, seeking money for people who bought capsules or tablets containing vitamin C in certain states; and
 - **Injunction Class**, seeking a Court order that the Defendants not engage in any price-fixing activities in the future.
- One of the Defendants has agreed to Settlements, paying \$9.5 million to the Direct Purchaser Damages Class, \$1 million to the Indirect Purchaser Damages Class, and promising the Injunction Class that it will comply with any injunction the Court may enter against any other Defendant.
- The lawsuit continues against the Non-Settling Defendants. This notice summarizes your rights and options with regard to the Settlements and an upcoming trial with the Non-Settling Defendants.

YOUR LEGAL RIGHTS AND OPTIONS:		
YOU MAY:		DUE DATE:
SUBMIT A CLAIM	See Question 11.	Postmarked by September 28, 2012.
GO TO A HEARING	See Question 27.	Received by September 27, 2012.
OBJECT	See Question 18.	Received by September 27, 2012.
DO NOTHING	See Question 16.	No action required.
EXCLUDE YOURSELF	See Question 13.	Postmarked by September 7, 2012.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

WHAT THIS NOTICE CONTAINS

Basic Information	Page 2
1. Why did I get this notice package?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Who are the Defendants?	
5. Why is this lawsuit a class action?	
6. Why are there Settlements?	
Who is Included in the Classes	Page 3
7. How do I know if I am part of the Classes?	
8. I’m still not sure if I am included.	
Who is Affected by the Aland Settlements	Page 4
9. Who is included in the Aland Settlements?	
The Aland Settlements Benefits	Page 4
10. What do the Settlements provide?	
11. How are the funds going to be distributed?	
12. How much will my payment be?	
Excluding Yourself	Page 5
13. What does it mean to exclude myself from a Damages Class?	
14. Can I exclude myself from the Injunction Class?	
15. How do I ask the Court to exclude me from a Damages Class?	

Your Other Rights and Options	Page 5
16. What happens if I do nothing at all?	
17. What rights do I give up if I stay in a Class?	
18. How do I object to or comment on the Settlements?	
19. What’s the difference between excluding myself and objecting to the Settlements?	
The Trial	Page 6
20. How and when will the Court decide who is right?	
21. Do I have to come to the trial?	
22. Will I get money after the trial?	
The Lawyers Representing You	Page 7
23. Do I have a lawyer in this case?	
24. Should I get my own lawyer?	
25. How will the lawyers be paid?	
26. Will the Class Representatives be paid?	
The Court’s Fairness Hearing for the Aland Settlements	Page 7
27. When and where will the Court decide whether to approve the Settlements?	
28. Do I have to come to the hearing?	
29. May I speak at the hearing?	
Getting More Information	Page 8
30. Are more details available?	

BASIC INFORMATION

1. Why did I get this notice package?

You or your company may have purchased vitamin C since December 1, 2001. This class action lawsuit and Settlements relate to those purchases. This notice explains that:

- The Court has allowed, or “certified,” certain Classes within the class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court holds a trial. The trial is to decide whether the Plaintiffs can prove the claims they have made against the vitamin C manufacturers on your behalf.
- There are proposed Settlements with one of the vitamin C manufacturers as to all three Classes. You have a right to know about the lawsuit and have legal rights and options that you may exercise before the Court decides whether to approve the Settlements.

Judge Brian Cogan of the United States District Court for the Eastern District of New York is overseeing this class action. The lawsuit is known as *In re Vitamin C Antitrust Litigation*, No. 1:06-MD-01738.

2. What is this lawsuit about?

This lawsuit claims the vitamin C manufacturers conspired to fix, raise, maintain, or stabilize prices of vitamin C and overcharged customers who purchased vitamin C. You can read the Plaintiffs’ Class Action Complaints at www.vitaminCantitrust.com. The vitamin C manufacturers deny they did anything wrong or illegal. They present several defenses, including that they were compelled to agree on prices by the government of the People’s Republic of China. The Chinese government has advised the Court that the Companies were required by that Government to engage in the challenged conduct as part of its sovereign regulation of the Chinese economy. The Court has already determined, in a Memorandum Decision and Order dated September 6, 2011, that the defendants were not required to fix prices by the Chinese government.

3. What is a class action?

In a class action, one or more individuals or companies called class representatives (in this case The Ranis Company, Animal Science Products, Inc., and others) sue on behalf of others who have similar claims. All these individuals or companies are a “class” or “class members.”

The people who sued—and all the class members like them—are called the plaintiffs. The companies they sued are called the defendants. One court will resolve the issues for everyone who remains in the classes.

4. Who are the Defendants?

The Defendants in all three Classes are Hebei Welcome Pharmaceutical Company, Ltd., Weisheng Pharmaceutical Company Ltd., and Aland (Jiangsu) Nutraceutical Co., Ltd. (formerly Jiangsu Jiangshan Pharmaceutical Co., Ltd.) and certain of their affiliated companies: Shijiazhuang Pharmaceutical (USA) Inc., China Pharmaceutical Group, Ltd., North China Pharmaceutical Group Corp., North China Pharmaceutical Company, Ltd., and North China Pharmaceutical Group Import and Export Trade Company, Ltd.

Northeast Pharmaceutical Group Company, Ltd. is a Defendant for the Injunction Class and the Indirect Purchaser Damages Class, but is not a Defendant for the Direct Purchaser Damages Class.

Aland (Jiangsu) Nutraceutical Co., Ltd. (“Aland”) has agreed to Settlements with all three Classes.

The Defendants deny they did anything wrong, and the Court has not decided which side is right. Aland has presented a number of defenses to Plaintiffs’ claims but has settled to avoid the cost and risk of a trial.

5. Why is this lawsuit a class action?

The Court decided that the Direct Purchaser Damages Class and the Injunction Class can be certified to move towards a trial because they meet the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

The Court has also certified the Indirect Purchaser Damages Class for the Aland Settlements only. The Court has not yet certified an Indirect Purchaser Damages Class as to the Non-Settling Defendants.

More information is in the Court’s Order Certifying the Class (for the Direct Purchaser Damages and Injunction Classes), which is available at www.vitaminCantitrust.com.

CLASS	STATUS	WHAT IT MEANS
Direct Purchaser Damages	Certified	Lawsuit set for trial (not including Aland). Fairness hearing set to decide whether the Aland Settlements can be approved.
Indirect Purchaser Damages	Certified as a Class only in the Aland Settlements. The Class as a whole is not certified.	Fairness hearing set to decide whether the Aland Settlements can be approved. Lawsuit continues against all Defendants except Aland.
Injunction	Certified	Lawsuit set for trial (not including Aland). Fairness hearing set to decide whether the Aland Settlements can be approved.

6. Why are there Settlements?

One of the Defendants, Aland, has agreed to Settlements with each of the three Classes. Aland has denied all liability in this lawsuit and has presented various defenses to the Plaintiffs’ claims. The Court did not decide in favor of the Plaintiffs or Aland. Instead, both sides agreed to the Settlements. That way, both sides avoid the cost and risk of a trial, and money is recovered for the Class Members. The Class Representatives and Class Counsel think the Settlements are best for all Class Members. The case continues against the Non-Settling Defendants.

WHO IS INCLUDED IN THE CLASSES?

7. How do I know if I am part of the Classes?

There are three Classes. It is possible to be a member of more than one Class.

You are included in the **Direct Purchaser Damages Class** if you or another company that assigned you its claims:

- Purchased vitamin C.
- For delivery in the U.S.
- Directly from a Defendant (except Northeast Pharmaceutical) or another Chinese manufacturer of vitamin C.
- Between December 1, 2001 and June 30, 2006.
- Without a contract, or with a contract that did not include an arbitration clause.

You are included in the **Indirect Purchaser Damages Class** if you:

- Purchased capsules or tablets containing vitamin C.
- For use or consumption and not for resale.
- Between December 1, 2001 and June 30, 2006.
- And you currently live in *and* your purchase was made in one of the following 20 states or the District of Columbia: Arizona, California, Florida, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Vermont, West Virginia, or Wisconsin.

You are included in the **Injunction Class** if you or another company that assigned you its claims:

- Purchased vitamin C manufactured by a Defendant, or products from any company containing vitamin C manufactured by the Defendants.

- Directly from a Defendant or from any other company.
- For delivery in the U.S.
- Between December 1, 2001 and now.
- Without a contract, or with a contract that did not include an arbitration clause.

The Defendants, their parent companies, subsidiaries, affiliates, co-conspirators, and government entities are excluded from all Classes. The Plaintiffs are not seeking damages for purchases after June 30, 2006, and any purchaser who incurred damages after this date risks giving up those claims by remaining in the class.

8. I'm still not sure if I am included.

If you are still not sure whether you are a Class Member, you can ask for free help. See Question 30 below. You are not required to pay anyone to assist you in making a claim.

WHO IS AFFECTED BY THE ALAND SETTLEMENTS?

9. Who is included in the Aland Settlements?

Aland is a Defendant in all three Classes, and has agreed to Settlements with all three Classes. If you are included in one or more of the Class definitions in Question 7, you are included in the Aland Settlements. To exclude yourself from the Aland Settlements or the lawsuit that continues against the Non-Settling Defendants, you must take the steps described in Question 13.

THE ALAND SETTLEMENTS BENEFITS

10. What do the Settlements provide?

Under the Settlements, Aland will pay \$9.5 million to the Direct Purchaser Damages Class and \$1 million to the Indirect Purchaser Damages Class.

Aland will also promise the Injunction Class that it will comply with any injunction the Court may enter against any other Defendant.

11. How are the funds going to be distributed?

If you are a member of the Direct Purchaser Damages Class and do not exclude yourself, you are eligible to get a payment. You **must** submit a claim form by **September 28, 2012** to be eligible.

If you received this notice by mail, you have also received a claim form. If you are reviewing this notice online or received a copy by some other means, you may download a claim form online at www.vitaminCantitrust.com or by calling the Settlement Administrator toll-free at 1-866-684-9673. You may also request a claim form by writing to the Settlement Administrator at the address below.

Completed claim forms **must be postmarked no later than September 28, 2012** and returned to the Settlement Administrator at the following address:

Vitamin C Settlements
 c/o Rust Consulting, Inc.
 PO Box 2717
 Faribault, MN 55021-9717

If you do not mail a properly addressed claim form, postmarked no later than by **September 28, 2012**, your claim may be rejected and you may not be able to get any payment.

Please keep all of your records of your purchases from Defendants because you may need them to complete the claim form and may be asked later to provide them to the Settlement Administrator. Please do not attach documentation to your claim form.

If you submit a claim, you will give up certain rights. See Question 13.

Because there are millions of members of the Indirect Purchaser Damages Class, a direct cash distribution to Indirect Purchaser Damages Class members is not practical. Instead, settlement funds will be distributed on behalf of the Indirect Purchaser Damages Class to charitable, not-for-profit, or governmental organizations approved by the Court. Members of the Indirect Purchaser Damages Class should **not** submit a claim form.

12. How much will my payment be?

If you are a member of the Direct Purchaser Damages Class, your share of the Aland Settlements or any future settlements will depend on:

- The number of valid claim forms received,
- The amount of your purchases of vitamin C between January 1, 2002 and June 30, 2006, and
- The years in which those purchases were made.

The Direct Purchaser Damages Class Settlement Fund will be divided among direct purchasers that submit valid claims, after deducting fees and expenses approved by the Court. Your direct purchases for each year will be multiplied by the percentage overcharge found by Plaintiffs' expert economist for that year, to determine your total claimed damages. The fund will then be divided in proportion to direct purchasers' total claimed damages.

If you wish to object to this division of money, called the Plan of Allocation, you must file your objection by **September 27, 2012** as described in Question 18 below.

EXCLUDING YOURSELF

If you want to keep the right to sue or continue to sue one or more of the Defendants on your own for damages, you must take steps to get out of the Direct Purchaser Damages Class, the Indirect Purchaser Damages Class, or both. This is called excluding yourself – or sometimes called “opting out.”

Your options for excluding yourself are:

CLASS	YOUR OPTION	WHAT IT MEANS
Direct Purchaser Damages	You can exclude yourself.	You will not get benefits from the Aland Settlements or any future ones. You can sue Aland and the Non-Settling Defendants separately.
Indirect Purchaser Damages	You can exclude yourself from the Aland Settlements.	You can sue Aland separately.
Injunction	You cannot exclude yourself.	Any injunctions the Court issues benefit all Class Members.

These options are described in more detail below.

13. What does it mean to exclude myself from a Damages Class?

It is important to know what rights you give up and keep if you exclude yourself.

- **Direct Purchaser Damages Class:** If you are included in the Class Definition for the Direct Purchaser Damages Class (see Question 7) and you want to sue *any* of the Defendants separately about the related claims in this lawsuit, you must exclude yourself from the Class. If you exclude yourself, you won't get any money from the Aland Settlements, or from future distributions if the Plaintiffs obtain any money as a result of the trial or from any future settlements with the Non-Settling Defendants.
- **Indirect Purchaser Damages Class:** If you are included in the Class Definition for the Indirect Purchaser Damages Class (see Question 7) and you want to sue Aland separately about the related claims in this lawsuit, you must exclude yourself from the Class. If you exclude yourself, you can sue Aland separately.

If you exclude yourself from a Class, you will not be legally bound by the Court's judgments concerning that Class.

If you start your own lawsuit against one or more Defendants after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against the Defendants, you should talk to your own lawyer soon, because your claims may be subject to legal time limits.

14. Can I exclude myself from the Injunction Class?

No, you cannot exclude yourself from the Injunction Class.

15. How do I ask the Court to exclude me from a Damages Class?

To ask to be excluded from either the Direct Purchaser Damages Class or the Indirect Purchaser Damages Class, you must send an “Exclusion Request” in the form of a letter sent by mail, stating the following:

- That you want to be excluded from *In re Vitamin C Antitrust Litigation*;
- Whether you want to be excluded from the Direct Purchaser Damages Class or the Indirect Purchaser Damages Class;
- All trade names or business names that you have used; and
- Your name, address, telephone number, and your signature.

You must mail your Exclusion Request postmarked by **September 7, 2012**, to: Vitamin C Settlements, c/o Rust Consulting, Inc., PO Box 2717, Faribault, MN 55021-9717.

YOUR OTHER RIGHTS AND OPTIONS

16. What happens if I do nothing at all?

If you do nothing now, you will stay in any Class you are a member of.

17. What rights do I give up if I stay in a Class?

When you stay in a Class—whether you file a claim or do nothing—your rights are still affected:

If you are a member of the *Direct Purchaser Damages Class* and you stay in the Class, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, the Defendants—as part of any other lawsuit—for damages related to price-fixing of vitamin C purchased directly from the Defendants. You will also be legally bound by all of the Orders the Court issues and judgments the court makes concerning damages in this class action.

If you are a member of the *Indirect Purchaser Damages Class* and you stay in the Class, you will not be able to sue, or continue to sue, Aland—as part of any other lawsuit—for damages related to price-fixing of vitamin C purchased indirectly from the Defendants.

If you want to keep the right to sue for damages after June 30, 2006, you must exclude yourself. The Settlement Agreements, available at www.vitaminCantitrust.com, describe the exact legal claims against Aland that you give up if you stay in a Class.

18. How do I object to or comment on the Settlements?

If you have comments about, or disagree with, any aspect of the Aland Settlements, including the maximum attorneys’ fees that may be requested, use of Settlement funds to pay administration and litigation costs and expenses, or payments to Class Representatives, you may express your views to the Court by writing to the address below. The written objection needs to include the following:

- Your name, address, telephone number, and your signature;
- The case name and number (*In re Vitamin C Antitrust Litigation* No. 1:06-MD-01738);
- A brief explanation of your reasons for objecting; and
- Proof of your membership in a Class, such as invoices showing that you satisfy one of the definitions in Question 7.

The objection must be must be filed with the Court at the following address, **received by September 27, 2012:**

Clerk of Court
United States District Court for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

You must also mail a copy of the objection to the following attorneys:

William A. Isaacson Boies, Schiller & Flexner LLP 5301 Wisconsin Avenue, NW Suite 800 Washington, DC 20015	Daniel E. Gustafson Gustafson Gluek, PLLC 650 Northstar East 608 Second Avenue South Minneapolis, MN 55402	Stephen V. Bomse Orrick, Herrington & Sutcliffe LLP 405 Howard Street San Francisco, CA 94105
<i>Class Counsel for the Direct Purchaser Damages Class and the Injunction Class</i>	<i>Class Counsel for the Indirect Purchaser Damages Class</i>	<i>Counsel for Aland (Jiangsu) Nutraceutical Co., Ltd.</i>

19. What’s the difference between excluding myself and objecting to the Settlements?

If you exclude yourself from the Classes you are telling the Court that you don’t want to be part of these Settlements and, therefore, you will not receive any benefits from them. Objecting simply means telling the Court that you don’t like something about the Settlements. You can only object to a Settlement if you remain in that Class. If you exclude yourself, you have no basis to object to the Aland Settlements because the case no longer affects you.

THE TRIAL

The Court has scheduled a trial in the case brought by the Direct Purchaser Damages Class and the Injunction Class to decide which side is right.

20. How and when will the Court decide who is right?

If the lawsuit against the Non-Settling Defendants isn’t resolved by settlements (as in the Aland Settlements), Class Counsel for the Direct Purchaser Damages Class and the Injunction Class will have to prove the Plaintiffs’ claims at a trial. The trial is set to start in October 2012, in the U.S. District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, New York.

During the trial, a jury will hear all of the evidence to help them reach a decision about whether the Plaintiffs or the Defendants are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any additional money or benefits for the Classes.

21. Do I have to come to the trial?

No. Class Counsel will present the case for the Plaintiffs, and the Defendants will present the defenses. You or your own lawyer are welcome to come at your own expense.

22. Will I get money after the trial?

If the Plaintiffs obtain additional money or benefits as a result of the trial or other settlements, and you have not excluded yourself, you will be notified about how to participate. You can call 1-866-684-9673 or write to: Vitamin C Settlements, c/o Rust Consulting, Inc., PO Box 2717, Faribault, MN 55021-9717.

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this case?

The Court decided that the law firms of Boies Schiller & Flexner LLP, Hausfeld LLP, and Susman Godfrey LLP are qualified to represent all members of the Direct Purchaser Damages Class and Injunction Class.

The Court decided that the law firms of Saveri & Saveri, Inc., Straus & Boies, LLP and Gustafson Gluek, PLLC are qualified to represent all members of the Indirect Purchaser Damages Class.

Together these law firms are called "Class Counsel." They are experienced in handling similar cases. More information about these law firms, their practices, and their lawyers' experience is available at www.bsflp.com, www.hausfeldllp.com, www.susmangodfrey.com, www.straus-boies.com, and www.gustafsongluek.com.

24. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

25. How will the lawyers be paid?

Class Counsel will ask the Court for up to 33% of the Direct Purchaser Damages Class Settlement Fund and up to 33% of the Indirect Purchaser Damages Class Settlement Fund for attorneys' fees, plus expenses. You won't have to pay these fees and expenses personally. If the Court grants Class Counsel's request, the fees and expenses would be deducted from the appropriate Settlement Fund. If Class Counsel later gets more money or benefits for the Class, they may ask the Court for additional fees and expenses, which would be either deducted from any money obtained or paid separately by the Defendants.

26. Will the Class Representatives be paid?

Class Counsel will ask the Court to allow incentive awards of \$50,000 each to The Ranis Company and Animal Science Products, Inc., which served as Class Representatives for the Direct Purchaser Damages Class and the Injunction Class. If the Court grants this request, the incentive awards would be deducted from the Direct Purchaser Damages Class Settlement Fund.

THE COURT'S FAIRNESS HEARING FOR THE ALAND SETTLEMENTS

The Court will hold a hearing to decide whether to approve the Aland Settlements, the Plan of Allocation, and the request for attorneys' fees and expenses and incentive awards. You may attend and you may ask the Court's permission to speak (see Question 29 for instructions), but you don't have to participate in the hearing in order to attend.

27. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Fairness Hearing at 2:00 p.m. on October 17, 2012, in Courtroom 8D at the U.S. Courthouse, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing the Court will consider whether the Proposed Settlements are fair, reasonable, and adequate, whether to approve the Plan of Allocation, and whether to award attorneys' fees and expenses, and incentive awards. If there are objections, the Court will consider them. Judge Cogan will listen to class members who have asked to speak at the hearing (see Question 29). After the hearing, the Court will decide whether to approve the Aland Settlements, the Plan of Allocation, and the request for attorneys' fees and expenses and incentive awards.

The Court may change the time and date of the Fairness Hearing. Notice of any change will be posted at the courthouse or on the Court's website and on www.vitaminCantitrust.com.

28. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Cogan may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as the Court received your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

29. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you wish to do so, you are encouraged to send a letter stating the following:

- “Notice of Intention to Appear in *In re Vitamin C Antitrust Litigation*”;
- The position you will take and your reasons;
- Your name, address, telephone number, and your signature; and
- Proof of your membership in a Class, such as invoices showing that you satisfy one of the definitions in Question 7.

Your Notice of Intention to Appear must be filed with the Court at the following address, **received by September 27, 2012**:

Clerk of Court
United States District Court for the Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

You must also mail a copy of the notice to attorneys listed in Question 18.

GETTING MORE INFORMATION

30. Are more details available?

Yes. Visit the website, www.vitaminCantitrust.com, where you will find the Court’s Order Certifying the Class, the Class Action Complaints that the Plaintiffs submitted, the Defendants’ Answers to the Complaints, and other relevant documents. You may also call 1-866-684-9673 or write to: Vitamin C Settlements, c/o Rust Consulting, Inc., PO Box 2717, Faribault, MN 55021-9717.