

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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IN RE VITAMIN C ANTITRUST LITIGATION : 06-MD-1738 (BMC) (JO)  
: :  
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This document relates to: :  
ANIMAL SCIENCE PRODUCTS, INC., et al., : 05-CV-0453  
Plaintiffs, :  
v. :  
HEBEI WELCOME PHARMACEUTICAL CO. :  
LTD., et al., :  
Defendants. :  
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**SPECIAL VERDICT FORM**

We, the jury, unanimously agree to the answers to the following questions and return them under the instructions of this Court as our verdict in this case:

**Question 1:** Did plaintiffs prove, by a preponderance of the evidence, that the following defendants knowingly entered into an agreement or conspiracy with the purpose of or predictable effect of fixing the price or limiting the supply of Vitamin C?

A. Hebei Welcome Pharmaceutical Co., Ltd.

          X            
YES

\_\_\_\_\_  
NO

B. North China Pharmaceutical Group Corp.

          X            
YES

\_\_\_\_\_  
NO

If your answer to any part of Question 1 is “Yes,” please answer Question 2. If your answers to both parts of Question 1 are “No,” please go to the end of the verdict form, and sign and date it where indicated.

**Question 2A:** Did plaintiffs prove, by a preponderance of the evidence, that the plaintiff class was in fact injured as a result of defendants' alleged violation of the antitrust laws?

          X            
YES

\_\_\_\_\_  
NO

**Question 2B:** Did plaintiffs prove, by a preponderance of the evidence, that defendants' alleged illegal conduct played a substantial part in bringing about or causing their injury, and that the injury was a direct and proximate result of the unlawful activity?

          X            
YES

\_\_\_\_\_  
NO

**Question 2C:** Did plaintiffs prove, by a preponderance of the evidence, that defendants' alleged illegal conduct resulted in plaintiffs and the class members paying higher prices for their vitamin C purchases than they would have paid had the agreements not existed?

          X            
YES

\_\_\_\_\_  
NO

If your answer to all parts of Question 2 is "Yes," please answer Question 3. If your answers to any part of Question 2 is "No," please go to the end of the verdict form, and sign and date it where indicated.

**Question 3:** Did defendants prove, by a preponderance of the evidence, that defendants were actually compelled by the Government of China to enter into agreements fixing the price or limiting the supply of vitamin C exported from China from the period of December 1, 2001 to June 30, 2006 and that defendants faced the prospect of penalties or sanctions for not complying with the directives or commands of the Chinese government in this regard?

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer to Question 3 is “No,” please answer Question 4. If your answer to Question 3 is “Yes,” please go to the end of the verdict form, and sign and date it where indicated.

**Question 4:** Did plaintiffs prove, by a preponderance of the evidence, that they suffered damages in an amount that is ascertainable and not speculative?

YES

NO

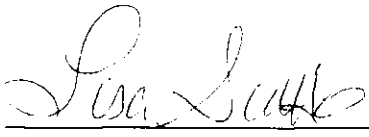
If your answer to Question 4 is "Yes," please answer Question 5. If your answer to Question 4 is "No," please go to the end of the verdict form, and sign and date it where indicated.

**Question 5:** What amount of damages have plaintiffs proved, by a preponderance of the evidence, that the plaintiff class suffered as a result of defendants' conduct?

\$ 454.1 m  
(Please fill in total dollar amount)

[SIGNATURE PAGE FOLLOWS]

The jury foreperson must sign and date this form.

Signed: 

Date: 3/14/13

Foreperson