

**If You Made a Percentage Co-Payment
for Brand-Name Prescription Drugs,
Between August 1, 2001 and March 15, 2005,**

**You May Get Money Back from a \$350 Million Class Action Settlement
About More Than 450 Brand-Name Drugs.**

*The District Court has authorized this Notice.
The Court expresses no views as to the merits of Plaintiffs' claims.
It is not a solicitation from a lawyer. You are not being sued.*

Para más Información Sobre Este Pleito,
Visite A www.McKessonAWPSettlement.com or www.AWPclassactions.com

- There is a class action lawsuit called *New England Carpenters Health Benefits Fund, et al. v. First DataBank, Inc. and McKesson Corporation*, Case No. 05-11148-PBS, pending in federal court in Boston, Massachusetts. This lawsuit concerns how brand-name drugs are priced.
- Prescription drugs often are priced using certain benchmarks. The most common pricing benchmark is called the Average Wholesale Price (“AWP”). AWP is often used in determining how much insurance companies and other Third Party Payors (“TPPs”) will reimburse for these prescription drugs and the co-payment price that some consumers pay for them. The lawsuit claims that two Defendants, McKesson Corporation (“McKesson”), a large drug wholesaler, and First DataBank (“FDB”), a publisher of drug data, wrongfully inflated the mark-up factor used by FDB to determine the AWP for certain prescription drugs (“Subject Drugs”). A listing of the brand-name drugs is attached. For a more detailed list of the brand-name drugs, including drug name and description, NDC Code and manufacturer, go to www.McKessonAWPSettlement.com or www.AWPclassactions.com. The lawsuit claims that, as a result, many drug purchasers overpaid for these drugs. Both FDB and McKesson deny any wrongdoing.
- FDB has settled this lawsuit, subject to court approval. You may have previously received a separate notice of the proposed FDB settlement. It is available at www.AWPclassactions.com or by calling the phone number at the end of this Notice.
- This Notice involves the Proposed Settlement with McKesson. The Proposed Settlement includes a class of consumers who made co pays defined as follows:

All consumers who (a) paid *percentage* co-payments for Subject Drugs based on AWP pricing between August 1, 2001 and March 15, 2005 and (b) whose prescription drug plan used FDB or Medi-Span databases for determining the AWP of the Subject Drugs are included in the McKesson Class Action (“Percentage Co-Pay Class”). ***If you paid a flat or fixed co-payment, you are not included.***

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BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because you are a consumer who may have paid a co-pay based on the percentage cost of certain prescription drugs. You may also have requested this Notice after seeing the Summary Notice in a publication.

This Notice explains:

- What the lawsuit and Proposed Settlement are about.
- What the lawsuit claims and what McKesson says about the claims.
- Who is affected by the Proposed Settlement.
- Who represents the Class in the lawsuit.
- What your legal rights and choices are.
- How and by when you need to act.

2. What is the lawsuit about?

If you have insurance, your prescription drug payments are often based on list prices, or benchmarks. The most common pricing benchmark is often called the Average Wholesale Price or “AWP.” Several companies, including FDB and Medi-Span, publish the AWP of prescription drugs in printed and electronic databases. During the time period of this lawsuit, FDB often determined the AWP for many drugs by using a “mark-up factor.” The lawsuit claims that FDB and McKesson unlawfully conspired to inflate the mark-up factor, thereby wrongfully increasing the published AWP for the Subject Drugs. According to the lawsuit, this in turn increased the prices paid by many drug purchasers. A listing of the brand-name drugs is attached. For a more detailed list of the brand-name drugs, including drug name and description, NDC Code and manufacturer, go to www.McKessonSettlement.com or www.AWPclassactions.com. If you paid a co-payment set as a percentage of what the TPP paid, the lawsuit claims that your co-payment was wrongfully increased.

McKesson denies any wrongdoing and is settling this lawsuit to avoid further litigation.

3. Why is this a class action?

In a class action lawsuit, one or more people called “class representatives” sue on behalf of people who have similar claims. The people together are a “class” or “class members.” A court must determine if a lawsuit should proceed as a class action. If it does, a trial then decides the lawsuit for everyone in the class.

Sometimes, the parties may settle without a trial. The Parties here have agreed to a Proposed Settlement that includes a national class of consumers who paid a percentage co-payment towards the purchase of these drugs.

4. Why is there a Proposed Settlement?

A settlement is an agreement between a plaintiff and a defendant following extended negotiation. Settlements conclude litigation but this does not mean that the court has ruled in favor of the plaintiff or the defendant. A settlement allows both parties to avoid the cost and risk of a trial and permits both parties to establish a just, fair and final resolution that is best for all involved. The class representatives and their attorneys decide that a settlement is the best result for all class members and the court is asked to approve the settlement as fair, reasonable and adequate.

If the Court approves the Proposed Settlement, then McKesson will no longer be legally responsible for the claims made in this lawsuit. The lawyers representing the Class (“Class Counsel”) and McKesson have engaged in extensive, arms-length negotiations regarding the issues presented in this lawsuit and the possible terms of a settlement. The Parties want to settle the claims in this lawsuit and Class Counsel believes the Proposed Settlement is fair, reasonable and adequate and in the best interests of the Class.

5. Who is a Class Member?

Generally speaking, you are a member of the Percentage Co-Pay Class if you paid, or are obligated to pay, a percentage co-payment for any of the Subject Drugs. A complete list of the Subject Drugs is included with this Notice. Additionally, you must have made these purchases between August 1, 2001 and March 15, 2005.

If you made flat or fixed dollar co-payments for your prescription drugs, you were not affected by McKesson's alleged conduct. Flat co-payments are those that do not differ with the cost of the prescription drug. Consumers who have flat co-pays that are tiered (*i.e.*, one flat price for all brand named prescription drugs and another flat co-payment for generic prescription drugs) are also not Class Members. There are a number of other people who are also not included in the Class. These people include:

- The Defendants and their present or former, direct and indirect, parents, subsidiaries, divisions, partners and affiliates; and
- The United States government, its officers, agents, agencies and departments; the States of the United States and their respective officers, agents, agencies and departments; and all other local governments and their officers, agents, agencies and departments.

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

Notice of the lawsuit against McKesson was previously provided to potential Class Members. The deadline to exclude yourself from the Class was November 15, 2008. Unless you excluded yourself, you are a member of the Class and are included in the Proposed Settlement if: **You made a percentage co-pay for any of the drugs that are the subject of this lawsuit during the relevant time period.**

BENEFITS OF THE PROPOSED SETTLEMENT — WHAT YOU GET

7. What does the Proposed Settlement provide?

McKesson will pay \$350 million to settle the lawsuit, of which up to \$20,900,000 will be shared by those who made percentage co payments. All costs associated with notice and administration, attorneys' fees and litigation costs, and compensation to the named class representatives for time spent providing documents and testimony in connection with this case will be paid from the Settlement Amount. The Court must approve all aspects of this Proposed Settlement.

Under the Agreement, 82.52% of the net Settlement Amount will be designated to satisfy the claims of TPPs and 5.97% of the net Settlement Amount will be designated for the purpose of paying the claims of consumers who made co-payments. The remainder will be designated to pay the claims of cash payor consumers.

8. How do I file a claim?

Attached to this Notice is a Claim Form. The Settlement Administrator will make a reasonable effort to determine if you have been affected by the settlement so that a check may be sent to you directly even if you do nothing. ***However, to be sure that your claim is considered, you should fill out the Claim Form and submit it to the Settlement Administrator, postmarked no later than July 9, 2009, and addressed to:***

McKesson Settlement Administrator
c/o Rust Consulting, Inc.
P.O. Box 24607
West Palm Beach, FL 33416

As part of your claim, you must provide the backup information and certifications requested on the Claim Form.

9. How much will I get?

How much you receive from this Proposed Settlement depends on the volume and amount of claims submitted by other Class Members.

EXCLUSION FROM THE PROPOSED SETTLEMENT

10. Is it possible to exclude myself from the Proposed Settlement?

No. It is no longer possible to exclude yourself from the Co-Pay Consumer Settlement Class or the Proposed Settlement made on behalf of the Class. Notice of this lawsuit and the claims against McKesson was previously provided to potential members of the Co-Pay Consumer Settlement Class. If you provided the Settlement Administrator with written notification of your intent to exclude yourself from the Class litigation on or before November 15, 2008, you will be excluded from the Proposed Settlement unless you advise the Settlement Administrator that you want to opt back into the Class. All opt-in requests must be in writing and delivered or postmarked no later than June 3, 2009. Otherwise, the deadline to opt-out has already passed and your claims will automatically be included in the Proposed Settlement.

11. What claims am I giving up?

If the Proposed Settlement is approved, the claims against McKesson will be completely “released.” This means that you cannot sue McKesson for money damages or other relief based on the claims in the lawsuit or otherwise arising from its alleged involvement in setting AWP for brand drugs in the relevant period. Class Members agree to forever release all claims even if they later discover new facts about the claims in the lawsuit. This includes claims whether known or unknown, suspected or unsuspected, contingent or non-contingent. All claims will be released forever whether or not the facts were concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The release provides as follows:

The Released Parties shall be released and forever discharged by all Releasers from all Released Claims. All Releasers covenant and agree that they shall not hereafter seek to establish liability against any Released Party or any other person based, in whole or in part, on any of the Released Claims. Each Releaser expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims, including Unknown Claims, without regard to the subsequent discovery or existence of different or additional facts. Class Counsel acknowledges, and the Class Members shall be deemed by operation of law and the Judgment to acknowledge, that the foregoing waiver of Unknown Claims, and of the provisions, rights, and benefits of Section 1542 of the California Civil Code, was bargained for and is a key element of the Settlement of which the release in this paragraph is a part.

The “Released Claims” consist of:

any and all claims, demands, actions, suits, causes of action, damages whenever incurred whether compensatory or exemplary, liabilities of any nature or under any theory whatsoever, including Unknown Claims, as well as all costs, expenses, penalties and attorneys’ fees, in law or equity, that any Releaser who has not timely excluded himself, herself, or itself from the Private Payor Settlement Class, whether or not he, she, or it objects to the settlement, ever had or now has, directly, representatively, derivatively or in any capacity, arising out of any conduct, events or transactions relating to the use of, payment or reimbursement in any way based upon, collection, calculation, formulas, mark-up, determination, dissemination, publication of, and representations concerning, the AWP or BBAWP or similar data published or disseminated by First DataBank, Medi-Span, or any other publisher, electronically or otherwise, for any prescription pharmaceuticals, including, but not limited to, the allegations contained in or which could have been contained in the Class Action or the related case entitled *New England Carpenters Health Benefits Fund, et al. v. McKesson, Inc.*, Civil Action No. 1:07-CV-12277 (D. Mass.). Released Claims do not include claims against any manufacturer regarding pricing or marketing by the manufacturer or regarding AWP manipulation by the manufacturer.

12. What entities am I releasing?

The Released Entities include: McKesson Corporation, its parent companies, subsidiaries, and affiliates, and their past, present and future officers, directors, trustees, employees, agents, attorneys, shareholders, predecessors, successors and assigns.

OBJECTING TO OR COMMENTING ON THE PROPOSED SETTLEMENT

13. May I object to, or comment on, the Proposed Settlement?

Yes. If you have comments about, or disagree with, any aspect of the Proposed Settlement, you may express your views to the Court through a written response to the Proposed Settlement. 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 filed with the Court on or before **June 8, 2009** at the following address:

Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

You must also serve a copy of any objection or comment on or before **June 8, 2009** upon:

Lead Class Settlement Counsel
Steve W. Berman
Hagens Berman Sobol Shapiro LLP
1301 Fifth Avenue, Suite 2900
Seattle, WA 98101

Counsel for McKesson Corporation
Lori A. Schechter
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105

In addition, your document must clearly state that it relates to Civil Action Number No. 1:05-CV-11148-PBS (D. Mass.). If you object to or comment on the Proposed Settlement, you will be subject to the jurisdiction of the Court.

THE LAWYERS REPRESENTING YOU

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

Yes. The Court has appointed the following law firms to represent you and other Class Members:

Hagens Berman Sobol Shapiro LLP
Steve W. Berman
Thomas M. Sobol
Sean R. Matt
Barbara A. Mahoney
1301 Fifth Avenue, Suite 2900
Seattle, WA 98101
www.hagens-berman.com

Wexler Wallace LLP
Kenneth A. Wexler
Jennifer Fountain Connelly
55 W. Monroe Street, Suite 3300
Chicago, IL 60603
www.wtwlaw.us

Spector Roseman & Kodroff, PC
Jeffrey L. Kodroff
1818 Market Street, Suite 2500
Philadelphia, PA 19103
www.srk-law.com

Edelson & Associates LLC
Marc H. Edelson
45 West Court Street
Doylestown, PA 18901

15. How will the lawyers be compensated?

The lawyers who were appointed by the Court to represent you in this lawsuit are called Class Counsel. You will not be charged personally for these lawyers, but they will ask the Court for an award of attorneys' fees, expenses and costs associated with the litigation not to exceed 30% of the Settlement Amount, plus interest, to be paid out of the \$350 million Settlement Amount. Class Counsel will also ask the Court to award a special payment to the named plaintiffs to compensate for the time spent prosecuting this case on behalf of the Class. More information about Class Counsel and their experience is available at the websites listed above.

16. Should I get my own lawyer?

You don't need to hire your own lawyer. However, if you want your own lawyer to speak for you or appear in Court, you must file a Notice of Appearance. (See Question 19.) If you hire a lawyer to appear for you in this case, that will be at your own expense.

THE COURT'S FINAL APPROVAL HEARING

17. 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 July 23, 2009 at 2:00 p.m. to consider whether the Proposed Settlement is fair, reasonable and adequate. At the Hearing, the Court will decide whether to approve the Proposed Settlement and the request for attorneys' fees and expenses. If comments or objections have been received, the Court will consider them at this time.

Note: The Hearings may be postponed to a different date without additional notice. Updated information will be posted on the McKesson Settlement website at www.McKessonAWPSettlement.com or visit www.AWPclassactions.com.

18. Must I attend the Final Approval Hearing?

No. Attendance is not required, even if you properly mailed a written response. Class Counsel is prepared to answer the Court's questions on your behalf. If you or your personal attorney still wants to attend the Hearing, you are more than welcome at your expense. However, it is not necessary that either of you attend. As long as the objection was postmarked before the deadline, the Court will consider it, even if you or your attorney do not attend.

19. May I speak at the Final Approval Hearing?

Yes. If you want you or your own lawyer instead of Class Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of the lawsuit, and state that you wish to enter an appearance at the Fairness Hearing. It also must include your name, address, telephone number and signature. Your "Notice of Appearance" **must** be filed with the Court on or before **June 8, 2009**. You may not speak at the Hearing if you previously asked to be excluded from the Proposed Settlement Class and are not submitting a claim form now.

The Notice of Appearance must be filed with the Court at the following address:

Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

You must also serve a copy of the Notice of Appearance on or before **June 8, 2009** upon:

Lead Class Settlement Counsel
Steve W. Berman
Hagens Berman Sobol Shapiro LLP
1301 Fifth Avenue, Suite 2900
Seattle, WA 98101

Counsel for McKesson Corporation
Lori A. Schechter
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105

The Notice of Appearance must be filed using Civil Action Number 05-CV-11148-PBS

GETTING MORE INFORMATION

20. Where do I obtain more information?

More details are in the Complaint filed by Class Counsel, the Answer filed by McKesson, and the other legal documents that have been filed with the Court in this lawsuit. These documents include the Amended Settlement Agreement and Release, which sets forth in great detail the Proposed Settlement's provisions. You can look at and copy these legal documents at any time during regular office hours at the Office of the Clerk of Court, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210. These documents will also be available on the McKesson Settlement website at www.McKessonAWPSettlement.com. For updated information about any decisions by the Court affecting the Class or the Settlement, please refer to the website.

In addition, if you have any questions about the lawsuit or this Notice, you may:

Visit: www.McKessonAWPSettlement.com or www.AWPclassactions.com

Call: Toll-Free 1-877-625-9414

Write: McKesson Settlement Administrator

c/o Rust Consulting, Inc.

P.O. Box 24607

West Palm Beach, FL 33416

Email: info@McKessonAWPSettlement.com

DATED: March 5, 2009

By Order of the United States District Court
District of Massachusetts
/s/ The Honorable Judge Patti B. Saris

SUBJECT DRUGS LISTING

A A/T/S 2% Topical Solution Accolate Accupril Accuretic Aciphex Actigall Actonel Actos Aderall Advair Advicor Aerobid Aerosol Agenerate Aggrenox Aldactazide Aldactone Aldara Aldex Alkeran Allegra Allfen Alupent Amaryl Ambien Amerge Analpram-HC Anaprox Aralen Phosphate Arava Arimidex Armour Thyroid Arthrotec Asacol Atacand Atarax Atrovent Avalide Avapro Axert Azmacort	Brethine Broncholate Syrup Bumex Buprenex	D Danocrine Dantrium Daraprim Darvocet Darvon Daypro Demadex Demerol Demulen Depakote Desogen Diabeta Didronel Dilacor XR Dilantin Diprolene Ditropan Doryx Dovonex Drisdol Durag Duragesic Duricef Dynacirc	F Fansidar Femara Femhrt Femring Fero-Folic Fiorinal Flagyl Flonase Flovent Floxin Flumadine Focalin Foradil Fortovase	L Lac-Hydrin Lamictal Lamisil Lamprene Lanoxin Lariam Lasix Lescol Leukeran Levaquin Lexxel Lipitor Loestrin Lomotil Lopid Lopressor Lorcet Lotensin Lotrel Lotrisone Lysodren						
	C Cafcit Cafegot Suppository Calan Cantil Carafate Cardene Cardizem Casodex Cataflam Catapres Ceenu Ceftin Cefzil Celebrex Celestone Celexa Cellcept Celontin Cenogen Ultra Cerumenex Cervidil Cipro Clarinox Claritin Clinac Clomid Clozaril Cognex Combipatch Combivent Inhaler Combivir Comtan Concerta Condylox Cordran Corgard Corzide Coumadin Covera-HS Cyclessa Cytadren Cytotec Cytovene									
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Mckesson Settlement Administrator
c/o Rust Consulting, Inc.
P.O. Box 24607
West Palm Beach, FL 33416

IMPORTANT COURT DOCUMENTS