

CONSUMER CO-PAY FREQUENTLY ASKED QUESTIONS

1. *What does the Notice explain?*

The 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 at the end of the Frequently Asked Questions. 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 located at the end of the Frequently Asked Questions. 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.**

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-payor. 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?*

The official court-ordered deadline for filing a claim has now passed and settlement funds have been distributed to eligible C-Pay Consumer class members. Therefore, it is too late to file a claim. Claims needed to be postmarked by July 9th, 2009.

9. *How will the Settlement Administrator make reasonable effort to determine if I have been affected by Settlement?*

The Court authorized Class Counsel to subpoena electronic information from the ten largest retail pharmacies providers. This information will be limited to names, addresses, and an amounts paid, and is guarded under federal privacy regulations to insure that no one sees it except the Settlement Administrator. The Court order also provides that after 5 years, when the case is completed, the confidential information will be destroyed.

10. *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.

11. *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 timely advised the Settlement Administrator that you wanted to opt back into the Settlement Class. All opt-in requests needed to be delivered or postmarked by June 3, 2009.

12. 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.

13. 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.

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

No. The deadline for objecting to the settlement has passed. Objections needed to be filed with the parties and the court by June 8th, 2009.

15. Do I have a lawyer representing my interest 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

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

16. *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.

17. *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.

18. *When and where will the court decide on whether to grant final approval of the Proposed Settlement?*

The Court approved the terms of the settlement as being fair, reasonable and adequate on August 3, 2009. The Court also approved Class Counsel's request for attorneys' fees and expenses. In addition, the Court considered any comments and objections that were received.

19. *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.

20. *May I speak at the Final Approval Hearing?*

No. The deadline for filing a Notice of Appearance has passed and needed to be filed with the Court and served on counsel by June 8, 2009.

21. *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 are also available at the link on the left entitled "Court Documents". For updated information about any decisions by the Court affecting the Class or the Settlement, please refer to this website.

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

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

Visit: www.AWPclassactions.com

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 Clarinex Claritin Clinac Clomid Clozaril Cognex Combipatch Combivent Inhaler Combivir Comtan Concerta Condylox Cordran Corgard Corzide Coumadin Covera-HS Cyclessa Cytadren Cytotec Cytovene												
	B Bactrim Bancap Beconase Bentyl Benzacilin Biaxin Bicitra					E EC-Naprosyn Elavil Elidel Eligard Elixophyllin Elmiron Elocon EMLA Cream Enbrel Entocort Epivir Ergamisol Eryc Erycette Esgic Estrace Estraderm Estrostep Ethrane Eulexin Evista Exelon	G Gleevec Glucophage Glucovance Grifulvin	M Macrobid Macrodantin Malarone Mandelamine Maxair Autohaler Maxifed Mebaral Mentax Mepron Methergine Metrogel-Vaginal Mexitil Miacalcin Micardis Microzide Migranal Mircette Mobic Modicon Monistat Monodox Monopril Monurol Mycelelex Myleran Mytelase					
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SUBJECT DRUGS LISTING (continued)

N Naprosyn Nardil Nasacort Nasonex Natachew Natafort Neggram Neo-Synephrine Neurontin Nexium Niaspan Nilandron Nitro-Dur Nizoral Nolvadex Norco Norinyl Noprace Norpramin	Polycitra	S Sansert Sarafem Serentil Serevent Seroquel Serzone Skelid Soriatane Spectazole Sporanox S-T Forte Stadol Starlix Sular Suprane Surmontil Sustiva Synarel	Toradol	W Wellbutrin Winstrol
	Poly-VI-Flor		Torecan	
	Pramosone		Trandate	
	Prandin		Trental	X Xeloda Xenical Xylocaine
	Precose		Trileptal	
	Prefest		Trilisate	
	Prenate		Trinalin	
	Prevacid		Tri-Norinyl	Z Zantac Zarontin Zestoretic Zestril Ziagen Zofran Zomig Zovirax Zyban Zyloprim Zyprexa
	Priftin		Trizivir	
	Prilosec		Tussirex	
	Primaquine		Tylenol with Codeine	
	Prinivil		Tylox	
	Prinzide			
	Protonix		U	
	Proventil		Ultracet	
	Prozac		Ultram	
	Pulmicort		Ultravate	
	Purinethol		Urecholine	
	Pyridium		Urispas	
	Q Quinaglute Dura	T Talacen Talwin Tambocor Tamiflu Tasmar Tegretol Temodar Temovate Tenoretic Tenormin Tenuate Tequin Terazol Tessalon Testoderm Thioguanine Thyrolar Tolectin Tonocard Topamax Toprol	V Valcyte Valium Valtrex Vanceril Vancocin Vaniqa Vascor Ventolin Vepesid Vesanoid Videx Viracept Viramune Viravan-S Viravan-T Viread Vivactil Vivelle Voltaren	
O Ortho Tri-Cyclen Ortho-Cept Ortho-Cyclen Ortho-Novum Ovcon				
	R Rebetol Regranex Relenza Remeron Reminyl Renova Retin-A Retrovir Rhinocort Ridaura Rifadin Rifamate Rifater Risperdal Ritalin Rocaltrol			
P Pancof Pancrese MT Panmist Parfon Forte Parlodel Pediacof Pediatrix Pediox Persantine Phisohex Plaquenil Plavix Plendil				