

**If You Are a Consumer or Third-Party Payor that
Paid for All or Part of the Cost of Prescription Drugs Based
in any Part on Price Information Reported by
First DataBank, Inc.,
A Proposed Class Action Settlement May Affect Your Rights**

*The District Court has authorized this Notice. It is not a solicitation from a lawyer.
You are not being sued.*

[Insert in Spanish: For More Information On this Proposed Settlement Visit www.xxxx]

- There is a Proposed Settlement with one of the Defendants in a class action lawsuit pending in the U.S. District Court for the District of Massachusetts. The name of the lawsuit is *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, No. 1:05-CV-11148-PBS. This case is presided over by Judge Patti B. Saris of the U.S. District Court for the District of Massachusetts.
- First DataBank, Inc. (“FDB”) publishes data related to the price of prescription drugs. One of the data fields FDB publishes is called the Blue Book Average Wholesale Price (“BBAWP”). The published BBAWP of a drug is often used to determine: a.) what insurance companies and Third-Party Payors (“TPPs”) will reimburse for these drugs, b.) the amount of co-payments for consumers who pay a percentage co-pay, and c.) the price paid by consumers who pay the full price of drugs at pharmacies. FDB is not, nor has it ever been a manufacturer, supplier, wholesaler, distributor, or seller of prescription drugs.
- The lawsuit claims that in or about 2001 FDB and a large pharmaceutical wholesaler, McKesson, wrongfully inflated the markup factor used to determine the BBAWP that applies to numerous prescription pharmaceuticals. Plaintiffs allege that as a result, insurers and other TPP and some consumers paid more for these prescription drugs than they otherwise would have from 2001 forward. The lawsuit asks the Court to prohibit FDB from using the inflated markup factor.
- FDB has entered into a Proposed Settlement with the Plaintiffs and has agreed to apply a lower the markup factor for certain identified prescription drugs, potentially lowering the published BBAWPs for these drugs. FDB also agreed, subject to some exceptions, to cease publishing the BBAWP or similar average wholesale price fields within two years and to provide other assistance in connection with remaining pending litigation. Consumers and TPPs will not obtain any monetary damages directly from this Proposed Settlement, but may benefit from lower prescription drug prices due to the lowered markup used to determine the BBAWP. McKesson has not settled these claims and remains a Defendant in the litigation.

The Court will decide whether to order final approval of the Proposed Settlement with FDB in this case.

A Summary of Your Rights and Choices:

*Your Legal Rights Are Affected Even If You Do Not Act.
Read This Notice Carefully.*

You May:		Due Date:
<i>Remain in the Class</i>	<i>Stay in the lawsuit</i> If you wish to stay in the Class you do not need to do anything. You will not be able to sue FDB for the claims in this lawsuit and you will also be bound by the Court's decisions concerning the Proposed Settlement. See Question 8.	<u><i>N/A</i></u>
<i>Exclude Yourself</i>	<i>Get out of the Class.</i> You can write and ask to get out the Class and keep your right to sue FDB on your own about the claims in the lawsuit. See Questions 11 and 12.	<u><i>Postmarked by Month Date 2007</i></u>
<i>Object to the Proposed Settlement</i>	<i>Object or comment on the Proposed Settlement.</i> If you don't exclude yourself, you can appear and speak in the lawsuit on your own or through your own lawyer to object or comment on the Proposed Settlement. (Class Counsel has been appointed to represent you.) See Question 13.	<u><i>Postmarked by Month Date 2007</i></u>

Special Note to Consumers

The Proposed Settlement does not reimburse you for any overpayments you may have made for prescription drugs. The Proposed Settlement is intended to reduce the costs of prescription drug payments going forward.

If you believe you overpaid for prescription drugs and you wish to seek recovery for your past payments you should exclude yourself from this Proposed Settlement and bring your own lawsuit. Questions 11 and 12 explain how to exclude yourself.

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BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because you are a consumer or TPP that may have made payments or reimbursements for certain pharmaceutical products between January 1, 2000 and the date the Court enters a Final Order, based in whole or in part on the BBAWP for those drugs and the prices you paid for these drugs may have been inflated by the BBAWP reported by FDB. You may also have requested this Notice after seeing the Summary Notice in a publication. If so, the lawsuit may affect you.

This Notice explains:

- What the lawsuit and Proposed Settlement are about.
- What the lawsuit claims and what FDB 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?

FDB is a Defendant publisher that publishes certain data related to the prices of prescription pharmaceuticals in its printed and electronic databases including the BBAWP of each pharmaceutical. Pharmaceutical manufacturers often report the Wholesale Acquisition Cost (“WAC”) to FDB. FDB then applies a markup factor to the WAC to derive the BBAWP reported in its publications and databases. FDB is not, nor has it ever been a manufacturer, supplier, wholesaler, distributor or seller of prescription drugs. FDB is a publisher of information.

The published BBAWP of a drug is often used as a benchmark by pharmacies, insurance companies and other TPPs to set the price of drugs for consumers who pay the full price of drugs at pharmacies and to determine what insurance companies and TPPs will reimburse for these drugs. Also, the co-payments made by certain consumers, those who pay a percentage of the cost of their prescription drugs rather than a flat co-payment amount, may also be determined based on the same BBAWP data.

Plaintiffs claim that in 2001 FDB and a large pharmaceutical wholesaler, McKesson wrongfully inflated the markup factor used to determine the BBAWP that applies to numerous prescription pharmaceuticals. This allegedly caused members of the Class (TPPs and some consumers), whose payments for pharmaceuticals are tied to the published BBAWP, to make substantial excess payments for those pharmaceuticals. Plaintiffs also claim that despite representations that it conducted surveys of wholesalers of pharmaceuticals to determine their BBAWP, FDB either failed to conduct those surveys or

failed to conduct adequate surveys. The lawsuit alleges such legal theories as negligent representation, conspiracy, fraud and violations of consumer protection statutes.

FDB has denied any wrongdoing. The Proposed Settlement is not an admission of wrongdoing or an indication that any law was violated. FDB has entered into this Proposed Settlement solely to avoid further expense, inconvenience, and the burden of this litigation and any other present or future litigation arising out of the facts that allegedly gave rise to this litigation. FDB wishes to avoid the distractions and diversion of their personnel and resources. It also wishes to put to rest this controversy and to avoid the risks inherent in uncertain complex litigation. The Court has not ruled on the merits of Plaintiffs' claims or on the defenses made by FDB.

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." The court must determine if it will allow the lawsuit to proceed as a class action. If it does, a trial of the claims then decides the lawsuit for everyone in the class or the parties may settle without a trial. Here, the Plaintiffs and FDB have agreed to a Proposed Settlement. The Court has preliminarily approved the Proposed Settlement for a class of individuals and entities that purchased drugs based on the BBAWP data field published by FDB.

4. Why is there a Proposed Settlement?

A settlement is the resulting agreement between a plaintiff and defendant following extended negotiation. Settlements conclude litigation but are not a result of the court ruling in favor of the plaintiff or defendant. The settlement enables both parties to avoid the cost and risk of a trial, and ultimately establish a just, fair and final resolution that is best for all involved. The class representatives and their attorneys make the determination that the 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 settlement, the defendants are then released from any liability based upon the alleged wrongful conduct that is the subject of the litigation.

Class Settlement Counsel and FDB have engaged in extensive, arms-length negotiations regarding the issues presented in this litigation and the possible terms of a settlement. FDB wants to settle the Plaintiffs' claims in this litigation and Settlement Class Counsel believe the Proposed Settlement is fair, reasonable and adequate and in the best interests of the Class.

5. Who is a Class Member?

The Class consists of all individual persons or entities that made purchases and/or paid, whether directly, indirectly, or by reimbursement, for all or part of the purchase price of prescription pharmaceuticals, including but not limited to those identified on Exhibit A to the Settlement Agreement. (To obtain a copy of the Settlement Agreement see Question 21.)

- The purchases must have been made from January 1, 2000 through the date the Court enters a Final Order and Judgment in the Class Action.
- Any part of the purchase price, reimbursement or payment amount must have been based on the BBAWP or similar data published or disseminated by FDB, electronically or otherwise.

Consumers who made flat co-payments for their prescription pharmaceuticals were not affected by FDBs alleged actions and are not Class Members. Flat co-payments are those that do not differ with the cost of the drug. Consumers who have flat co-pays that are tiered (i.e. one flat price for all brand named drugs and another flat co-payment for generic drugs) are also not Class Members.

Also not included in the Class are the Defendants and their present or former, direct and indirect, parents, subsidiaries, divisions, partners and affiliates; the United States government, its officers, agents, agencies and departments and all other federal, state or local government entities if they paid for all or part of the prescription pharmaceuticals as non-employee public benefits enacted by legislation.

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

Unless you exclude yourself as described in Question 12 of this Notice, you are a member of the Class and will be included in the Proposed Settlement if you are:

- A consumer who paid for all or part of the price of a prescription drug based on the BBAWP published by FDB, or
- A TPP that reimbursed for drugs based on the BBAWP published by FDB.

A TPP is an entity that is:

- (a) A party to a contract, issuer of a policy, or sponsor of a plan, *and*
- (b) At risk, under such contract, policy, or plan, to pay or reimburse all or part of the cost of prescription drugs dispensed to covered natural persons.

TPPs include insurance companies, union health and welfare benefit plans and self-insured employers. Entities with self-funded plans that contract with a health insurance company or other entity to serve as a third-party claims administrator to administer their prescription drug benefits qualify as TPPs. Private plans that cover government employees and/or retirees are also included. (For a more comprehensive definition of Third-Party Payors refer to the Settlement Agreement. Question 21 provides instruction on how to obtain a copy of the Settlement Agreement).

BENEFITS OF THE PROPOSED SETTLEMENT

7. What does the Proposed Settlement provide?

The Proposed Settlement does not provide cash payments by FDB to Class Members. But substantial benefit is provided to the Class because FDB will lower the markup factor used to determine the BBAWP for certain pharmaceuticals for which they publish price information. This may result in a reduction in the prices for these pharmaceuticals. This reduction has been estimated to save over a billion dollars for consumers, insurance providers and TPPs in just a single 12-month period. Within 2 years, FDB will also cease to publish the BBAWP data field, subject to certain exceptions. In addition, FDB will cooperate as outlined below in providing information on pharmaceutical pricing in connection with other litigation. This may provide additional benefits to Class Members in other pharmaceutical pricing litigation.

Specifically, FDB will:

(a) Reduce the WAC to BBAWP markup it utilizes for all pharmaceuticals listed on Exhibit A to the Settlement Agreement to 1.20. Currently, the pharmaceuticals on Exhibit A have a WAC to BBAWP markup of 1.25. As for other pharmaceuticals in the FDB database that are on a markup factor basis and have a WAC to BBAWP mark up of less than 1.20, FDB agrees that it shall not increase the WAC to BBAWP markup for those pharmaceuticals at anytime in the future.

FDB will not at any time thereafter increase the WAC to BBAWP markup of any pharmaceutical above 1.20 unless a different methodology for determining WAC, BBAWP or markups is adopted. In addition, if verifiable pharmaceutical wholesale price information becomes available as a result of changes in law, regulation or industry practice, FDB may publish such information. (This is subject to certain limitations as outlined in the Proposed Settlement Agreement.)

(b) Discontinue publishing, electronically or otherwise, the BBAWP data field for any prescription pharmaceutical within two years from the Effective Date of the Proposed Settlement. (This is subject to certain limitations as outlined in the Settlement Agreement.)

(c) Establish and maintain for a period of three (3) years from the Effective Date of the Proposed Settlement at its expense, an FDB Data Room. FDB will provide reasonable access to the FDB Data Room and its contents to all Class Members and **Class Settlement Counsel**. Access will be provided in connection with any claim or potential claim brought or contemplated against other defendants in litigation involving pharmaceutical pricing and reimbursement.

In addition, in connection with litigation *In re Pharmaceutical Industry Average Wholesale Price Litig.*, MDL 1456 (“AWP MDL”), FDB will cooperate with and facilitate the interview of certain FDB employees involved in the drug price reporting and price data acquisition activities of FDB. FDB will also make reasonable efforts to make its employees and officers with relevant knowledge

available for trial testimony in connection with (1) any trial of claims against the remaining defendant or defendants in this Class Action, (2) any trial in the AWP MDL, and (3) any trial of claims similar to those brought by Plaintiffs in the AWP MDL brought by State Attorneys General.

REMAINING IN THE CLASS

8. What happens if I do nothing and stay in the Class?

If you do nothing, you will be included in the Class. You will be bound by the terms and conditions of the Proposed Settlement. You will not be able to pursue any other lawsuit against FDB concerning or related in any way to the claims alleged in this lawsuit. If the Proposed Settlement is approved, Plaintiffs claims against FDB will be completely “released.”

The Proposed Settlement provides that the claims against FDB will be released and members of the Class will never be able to file a lawsuit for any claim related to this lawsuit. All Class Members agree that they will not seek to file a claim against any FDB Releasee based, in whole or in part, on any of the Released Class Claims.

Class Members agree to forever release all claims even if s/he later discovers new facts regarding the claims in this lawsuit. This includes any claims whether known or unknown, suspected or unsuspected, contingent or non-contingent. All claims will be release forever whether or not the facts were concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

9. If I remain in the Class what claims am I specifically giving up?

"Released Claims" which shall mean any and all known or unknown claims, demands, actions, suits, causes of action, damages whenever incurred whether compensatory, punitive, or exemplary, liabilities of any nature or under any theory whatsoever. This includes costs, expenses, penalties and attorneys' fees, in law, equity, or statutory that any Class member who did not opt-out ever had or now has, directly, representatively, derivatively or in any capacity, arising out of any conduct, events or transactions relating to the collection, calculation, formulas, markup, determination, dissemination, publication of, and representations concerning, the AWP or BBAWP or similar data published or disseminated by First DataBank, Inc. electronically or otherwise for any prescription pharmaceuticals. This includes but is not limited to, the allegations contained in the action entitled *New England Carpenters Health Benefits Fund et al. v. First Databank, Inc., et al.*, Civil Action No. 1:05-CV-11148 (D.Mass.).

10. What entities am I releasing?

The Released Entities are:

- First DataBank, Inc., its parent, subsidiaries, and affiliates and their past, present and future officers, directors, trustees, employees, agents, attorneys, shareholders, predecessors, successors and assigns;
- Medispan, a division of Wolters Kluwer Health, Inc., its parent, subsidiaries, and affiliates and their (including Medispan's) past, present and future officers, directors, trustees, employees, agents, attorneys, shareholders, predecessors and assigns (collectively referred to herein as "Medispan") only during the following time periods:
 - (1) the period when Medispan was owned by First DataBank, and (2) the period from December 19, 2001 to and including October 2, 2004, when First DataBank was required to divest the Medispan business and provide related editorial and consulting services to Medispan.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT CLASS

11. What do I do if I don't want to be in the Proposed Settlement?

If you are a consumer or a TPP and you don't want to be in the Class and you want to keep the right to sue FDB about the same claims on your own, you must take steps to get out of the Class. This is called excluding yourself. By excluding yourself, you keep the right to file your own lawsuit or join another lawsuit against FDB about the claims in this lawsuit. If you exclude yourself from the Class, you will not be in the Proposed Settlement.

12. How do I exclude myself from the Class?

If you are a consumer and wish to exclude yourself from the Class, you can (a) fill out and mail the opt-out form attached to the back of this Notice or (b) send a letter signed by you that includes all of the following:

- Your name, address, and telephone number;
- The name and number of the lawsuit: *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, No. 1:05-CV-11148-PBS;
- If you have hired your own lawyer, the name, address, and telephone number of your lawyer; *and*
- A statement that you want to be excluded from the Class.

If you are a TPP and wish to be excluded from the Class, you can (a) fill out and mail the opt-out form attached to the back of this Notice or (b) send a letter signed by you that includes all of the following:

- The name, address, and telephone number of the TPP;

- The name and number of the lawsuit: *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, No. 1:05-CV-11148-PBS;
- The tax identification number for the TPP;
- A statement that the individual signing the letter is authorized to act on behalf of the TPP;
- If you have hired your own lawyer, the name, address, and telephone number of your lawyer; *and*
- A statement that you want to be excluded from the Class.

If a TPP seeks to act on behalf of other TPPs for which it administers pharmaceutical benefits, the exclusion letter must also include the tax identification numbers for each entity seeking to be excluded. It must also include a statement that the individual signing the letter has the authority to act on behalf of such entity either expressly or by contract.

All exclusion letters must be mailed first class, **postmarked on or before [Month Date,] 2007**, to:

FDB AWP Litigation Administrator
P.O. Box xxx
City, State Zip code

Please remember that you can't exclude yourself by phone or by sending an email.

COMMENTING ON THE PROPOSED SETTLEMENT

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

If you have comments about, or disagree with, any aspect of the Proposed Settlement, including the requested attorneys' fees or the expense reimbursement plan, 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 postmarked no later than **Month, Day 2007** and mailed to:

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

In addition, your document must clearly state that it relates to the following Civil Action Number:

No. 1:05-CV-11148-PBS

14. What is the difference between objecting to the Proposed Settlement and excluding myself from the Proposed Settlement?

An objection to the Proposed Settlement is made when you wish to remain a Class Member and be subject to the Proposed Settlement, but disagree with some aspect of the Proposed Settlement. An objection allows your views to be heard in Court. In contrast, exclusion means that you are no longer a Class Member and ultimately do not want to be subject to the Proposed Settlement's terms and conditions. Once excluded, you lose any right to object to the Proposed Settlement or to the attorneys' fees because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

15. 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
www.hagens-berman.com
1301 Fifth Avenue, Suite 2900
Seattle, WA 98101

and

One Main Street, 4th Floor
Cambridge, MA 02142

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

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

Wexler Toriseva Wallace LLP
www.wtwlaw.us
One North LaSalle St., Suite 2000
Chicago, IL 60602

These lawyers are called Class Counsel. You won't be charged personally for these lawyers, but they will ask the Court to award them a fee. More information about Class Counsel and their experience is available at the Web sites listed above.

16. How will the lawyers be compensated?

Class Counsel will request that the Court award attorneys' fees and expenses. Subject to Court approval, FDB will pay the fees and expenses that the Court awards, not to exceed (a) \$625,000 in fees, (b) \$125,000 for the maintenance of the FDB Data Room for a period of three years, and (c) \$200,000 in expenses. This amount is exclusive of amounts expended in connection with notice to Class Members that shall be paid by FDB. Again, if you choose to hire your own attorney, you will be responsible for that attorney's fees and expenses.

17. Should I get my own lawyer?

You don't need to hire your own lawyer, but if you want your own lawyer to speak for you or appear in Court, you must file a Notice of Appearance (*see* Question 20 to find out how to submit a Notice of Appearance). If you hire a lawyer to appear for you in the lawsuit, you will have to make your own arrangement for that lawyer's compensation.

THE COURT'S FINAL APPROVAL HEARING

18. 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 _____ at _____ 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 motion 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 FDB AWP Litigation Web site at www.xxxxxxx.com.

19. Must I attend the Final Approval Hearing?

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 want 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 it will be considered by the Court.

20. May I speak at the Final Approval Hearing?

You may speak at the Final Approval Hearing or hire your own lawyer to speak on your behalf. If you want 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 postmarked no later than **Month Day 2007**. You cannot speak at Hearing if you asked to be excluded from the Proposed Settlement Class.

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

The Notice of Appearance must be filed using the following Civil Action Number:

No. 1:05-CV-11148-PBS

GETTING MORE INFORMATION

21. Where do I obtain more information?

More details are in the Settlement Agreement and Exhibits filed by Class Counsel, and the other legal documents that have been filed with the Court in this lawsuit. 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 FDB AWP Litigation Web site at www.xxxxxxx.com.

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

- Visit the FDB AWP Litigation Web site www.xxxx.com
- Call toll free 1-xxx-xxx-xxxx (hearing impaired call 1-yyy-yyy-yyyy)
- Write to: FDB AWP Litigation Administrator, PO Box xxxx, City, State Zip

[date]

INSERT EXCLUSION FORM