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14 UNITED STATES DISTRICT COURT
 15
 16 NORTHERN DISTRICT OF CALIFORNIA

17	EVANSTON POLICE PENSION FUND, Individually and on Behalf of All Others Similarly Situated,)	Case No. 3:18-cv-06525-CRB
18		)	<u>CLASS ACTION</u>
19	Plaintiff,)	STIPULATION OF SETTLEMENT
20	vs.)	
21	MCKESSON CORPORATION, et al.,)	
22	Defendants.)	

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1 This Stipulation of Settlement (the “Stipulation”) is made and entered into by and between
2 Lead Plaintiff Pension Trust Fund for Operating Engineers (“Lead Plaintiff” or the “Fund”), on
3 behalf of itself and the proposed Class (defined below), on the one hand, by and through its counsel
4 of record in the Action (as defined herein), and Defendants McKesson Corporation (“McKesson” or
5 the “Company”), John H. Hammergren, and James Beer (collectively, “Defendants”) on the other
6 hand, by and through their counsel of record in the Action.

7 All words or terms used herein that are capitalized shall have the meanings ascribed to those
8 words or terms as set forth herein and in ¶1 hereof entitled “Definitions.”

9 I. THE LITIGATION

10 On October 25, 2018, the initial complaint in *Evanston Police Pension Fund v. McKesson*
11 *Corporation, et al.*, No. 3:18-cv-06525-CRB, was filed in the United States District Court for the
12 Northern District of California (the “Court”). On December 26, 2018, the Fund moved for
13 appointment as Lead Plaintiff and approval of its selection of counsel.

14 On February 8, 2019, the Court appointed the Fund as lead plaintiff and approved its
15 selection of Robbins Geller Rudman & Dowd LLP as lead counsel.

16 Lead Plaintiff filed the Consolidated Class Action Complaint for Violations of the Federal
17 Securities Laws on April 9, 2019, alleging violations of §§10(b) and 20(a) of the Securities
18 Exchange Act of 1934 (“1934 Act”) against all Defendants and §20A of the 1934 Act against
19 Defendant Hammergren. Defendants filed their motion to dismiss the complaint on June 10, 2019.
20 Lead Plaintiff filed its opposition to the motion to dismiss on July 25, 2019. On October 30, 2019,
21 the Court entered an order granting in part and denying in part the motion to dismiss. Defendants
22 moved for leave to file a motion for reconsideration on December 6, 2019, and Lead Plaintiff filed
23 an opposition to Defendants’ request on December 9, 2019. On December 19, 2019, the Court
24 denied the Defendants’ motion for leave to file a motion for reconsideration, and granted the motion
25 for clarification of its motion to dismiss order with respect to its loss causation findings. Defendants
26 answered the complaint on February 7, 2020.

27 The Parties conducted extensive written and documentary discovery through 2020 and 2021.
28 On November 16, 2020, Lead Plaintiff moved to certify the class. Following full briefing, on April

1 8, 2021, the Court granted the motion, and also permitted Defendants to move for partial summary
2 judgment as to loss causation for the November 3, 2016 disclosure.

3 On June 7, 2021, Defendants moved for partial summary judgment. Lead Plaintiff filed its
4 opposition on August 9, 2021, and Defendants filed their reply on September 23, 2021. Lead
5 Plaintiff filed a sur-reply declaration on October 14, 2021. Oral argument on Defendants' motion
6 took place on October 21, 2021, and on that date the Court issued an order granting partial summary
7 judgment as to loss causation for the November 3, 2016 disclosure.

8 On December 29, 2021, Lead Plaintiff filed an Amended Complaint, and the Court stayed
9 most discovery and vacated the case schedule. On February 14, 2022, Defendants filed a motion to
10 dismiss the entire action, and Defendant Hammergren moved to dismiss the §20A claim against him.
11 Lead Plaintiff filed its opposition on March 31, 2022, and Defendants' replies were filed on May 2,
12 2022. The motions were set for hearings when the agreement-in-principle to resolve the case was
13 reached.

14 On May 6, 2022, the parties attended a full-day mediation with Greg Danilow of Phillips
15 ADR. In advance of the mediation, the parties exchanged and provided to Mr. Danilow detailed
16 confidential mediation briefs with supporting exhibits. The parties negotiated in good faith but did
17 not reach an agreement, and litigation continued. The parties continued their negotiation efforts
18 while litigating the Action. Certain insurance companies who issued directors and officers ("D&O")
19 liability insurance to McKesson (the "Insurers") also participated in the settlement process. After
20 extensive negotiations, a proposal from the Mediator was issued to resolve the Action, and on
21 September 27, 2022, the parties reached an agreement-in-principle to settle the case on the terms set
22 forth herein.

23 **II. LEAD PLAINTIFF'S CLAIMS AND BENEFITS OF SETTLEMENT**

24 Lead Plaintiff believes that the claims asserted in the Action have merit and that the evidence
25 developed to date supports the claims asserted. However, Lead Plaintiff and Lead Counsel
26 recognize and acknowledge the expense and length of continued proceedings necessary to prosecute
27 the Action through discovery, summary judgment, and trial (and any possible appeals). Lead
28 Plaintiff and Lead Counsel also have taken into account the uncertain outcome and the risk of any

1 litigation, especially in complex actions such as the Action, as well as the difficulties and delays
2 inherent in such litigation. Lead Counsel is mindful of the inherent problems of proof and the
3 possible defenses to the claims alleged in the Action. Based on their evaluation, Lead Plaintiff and
4 Lead Counsel believe that the Settlement set forth in this Stipulation confers substantial monetary
5 benefits upon the Class and is in the best interests of the Class.

6 **III. DEFENDANTS' DENIALS OF LIABILITY**

7 Defendants have denied and continue to deny each and all of the claims, contentions, and
8 allegations made by Lead Plaintiff in the Action. They have expressly denied and continue to deny
9 that they have violated the federal securities laws or any other laws, or have otherwise misled
10 investors as alleged in the Action. Defendants have denied and continue to deny the allegations that
11 any of the Defendants made any material misstatements or omissions or engaged in any fraudulent
12 scheme, and that any member of the Class has suffered damages resulting from the conduct alleged
13 in the Action. In addition, Defendants maintain that they have meritorious defenses to the claims
14 alleged in the Action.

15 Nonetheless, Defendants have concluded that further litigation could be protracted,
16 burdensome, expensive, and distracting. Defendants also have taken into account the uncertainty,
17 risks, and costs inherent in any litigation, especially in complex cases such as this Action.
18 Defendants have, therefore, determined that it is desirable and beneficial to them that the Action be
19 fully, finally, and forever resolved, discharged, and settled in the manner and upon the terms and
20 conditions set forth in this Stipulation.

21 NOW THEREFORE, without any concession by Lead Plaintiff that the Action lacks merit,
22 and without any concession by Defendants of any liability or wrongdoing or truth as to the
23 allegations of Lead Plaintiff or lack of merit in Defendants' defenses, it is hereby **STIPULATED**
24 **AND AGREED**, by and among the parties to this Stipulation ("Parties"), through their respective
25 attorneys, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil
26 Procedure, that, in consideration of the benefits flowing to the Parties hereto, all Released Claims
27 (including Unknown Claims) and all Released Defendants' Claims (including Unknown Claims), as
28 against all Released Parties, shall be fully, finally, and forever compromised, settled, released,

1 discharged, and dismissed with prejudice, and without costs (except as provided in the Stipulation),
2 upon and subject to the following terms and conditions:

3 **1. Definitions**

4 As used in this Stipulation, the following terms shall have the meanings set forth below.

5 1.1 “Action” means the civil action captioned *Evanston Police Pension Fund v.*
6 *McKesson Corporation, et al.*, No. 3:18-cv-06525-CRB (N.D. Cal.), pending in the United States
7 District Court for the Northern District of California before the Honorable Charles R. Breyer.

8 1.2 “Authorized Claimant” means a Class Member whose claim for recovery from the
9 Settlement has been allowed pursuant to the terms of the Stipulation.

10 1.3 “Claims Administrator” means the firm of Gilardi & Co. LLC. Defendants shall have
11 no involvement in the retention of the Claims Administrator or any other claims administrator.

12 1.4 “Class” or “Class Member” means all Persons that purchased or acquired McKesson
13 common stock between October 24, 2013 and October 27, 2016, inclusive. Excluded from the Class
14 are Defendants and their families, the officers and directors of McKesson during the Class Period,
15 members of their immediate families, and their legal representatives, heirs, successors or assigns,
16 and any entity in which Defendants have or had a controlling interest. Also excluded from the Class
17 will be any Person who timely and validly seeks exclusion from the Class.

18 1.5 “Class Period” means the period from October 24, 2013 through October 27, 2016,
19 inclusive.

20 1.6 “Defendants” means McKesson, John H. Hammergren, and James Beer.

21 1.7 “Defendants’ Counsel” means Sidley Austin LLP and Simpson Thacher & Bartlett
22 LLP.

23 1.8 “Effective Date” means the date upon which the Settlement shall have become
24 effective, as set forth in ¶7.1, below.

25 1.9 “Escrow Account” means the separate escrow account designated and controlled by
26 Lead Counsel into which the Settlement Amount will be deposited for the benefit of the Class.

27 1.10 “Escrow Agent” means Lead Counsel.
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1 1.11 “Fee and Expense Application” means Lead Counsel’s application for an award of
2 attorneys’ fees and litigation expenses.

3 1.12 “Final” means, with respect to any order of court, including, without limitation, the
4 Judgment, that such order represents a final and binding determination of all issues within its scope
5 and is not subject to further review on appeal or otherwise. Without limitation, an order becomes
6 “Final” when: (i) no appeal has been filed and the prescribed time for commencing any appeal has
7 expired; or (ii) an appeal has been filed and either (a) the appeal has been dismissed and the
8 prescribed time, if any, for commencing any further appeal has expired, or (b) the order has been
9 affirmed in all material respects and the prescribed time, if any, for commencing any further appeal
10 has expired. For purposes of this definition of “Final,” an “appeal” includes any motion to alter or
11 amend under Rule 52(b) or Rule 59(e) of the Federal Rules of Civil Procedure, any appeal as of
12 right, discretionary appeal, interlocutory appeal, petition for writ of certiorari, or other proceeding
13 involving writs of certiorari or mandamus, and any other proceedings of like kind. However, any
14 appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation,
15 or to the Court’s award of attorneys’ fees or expenses, shall not in any way delay or affect the time
16 set forth above for the Judgment to become Final or otherwise preclude the Judgment from
17 becoming Final.

18 1.13 “Individual Defendants” means John H. Hammergren and James Beer.

19 1.14 “Judgment” means the proposed judgment to be entered by the Court approving the
20 Settlement, substantially in the form attached hereto as Exhibit B.

21 1.15 “Lead Counsel” means Robbins Geller Rudman & Dowd LLP.

22 1.16 “Lead Plaintiff” means Pension Trust Fund for Operating Engineers.

23 1.17 “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded attorneys’
24 fees and expenses; (ii) Notice and Administration Expenses; (iii) Taxes and Tax Expenses; and (iv)
25 any other fees or expenses approved by the Court.

26 1.18 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action to
27 be sent to Class Members, which shall be substantially in the form attached hereto as Exhibit A-1.

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1 1.19 “Person(s)” means any individual, corporation (including all divisions and
2 subsidiaries), general or limited partnership, limited liability partnership, domestic partnership,
3 marital community, association, joint stock company, joint venture, or joint venturer, limited liability
4 company, professional corporation, estate, legal representative, trust, unincorporated association,
5 government or any political subdivision or agency thereof, and any other business or legal entity.

6 1.20 “Plan of Allocation” means the plan for allocating the Net Settlement Fund as set
7 forth in the Notice, or such other plan of allocation as the Court may approve.

8 1.21 “Preliminary Approval Order” means the proposed Order Preliminarily Approving
9 Settlement and Providing for Notice, substantially in the form attached hereto as Exhibit A.

10 1.22 “Proof of Claim” or “Claim Form” means the Proof of Claim for submitting a claim,
11 which shall be substantially in the form attached hereto as Exhibit A-2.

12 1.23 “Related Persons” means, with respect to the Defendant McKesson, each and all of
13 their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each
14 and all of the present or former officers, directors, employees, employers, attorneys, accountants,
15 financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers,
16 representatives, general and limited partners and partnerships, heirs, executors, administrators,
17 agents, spouses, associates, and assigns of each or any of them or any trust of which any Defendant
18 is the settlor or which is for the benefit of any Defendant and any entity in which any such Defendant
19 has a controlling interest. With respect to the Defendants Hammergren and Beer, “Related Persons”
20 means each and all of their respective present or former affiliates, successors and assigns, attorneys,
21 accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers,
22 representatives, general and limited partners and partnerships, heirs, executors, administrators,
23 agents, spouses, associates, and assigns of each or any of them or any trust of which either
24 Defendant is the settlor or which is for the benefit of either Defendant and any entity in which either
25 Defendant has a controlling interest.

26 1.24 “Released Claims” means any and all claims, rights, liabilities, and causes of action
27 of every nature and description, including both known claims and Unknown Claims (as defined
28 below), whether contingent or absolute, asserted or unasserted, mature or unmature, discoverable or

1 undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed
2 or hidden, regardless of legal or equitable theory, that both (i) arise out of, are based upon, or are
3 related in any way to the allegations, acts, facts, matters, occurrences, disclosures, filings,
4 statements, representations, or omissions that were or could have been alleged by Lead Plaintiff and
5 all other Class Members in the Action whether arising under federal, state, local, common or foreign
6 law, or any other law, rule, or regulation, whether class or individual in nature, and (ii) relate to the
7 purchase or acquisition of McKesson common stock during the Class Period. Notwithstanding the
8 foregoing, “Released Claims” does not include claims relating to the enforcement of the Settlement,
9 or claims that could be brought in any derivative action based on similar allegations.

10 1.25 “Released Defendant Parties” means each and all of the Defendants, and each of their
11 Related Persons.

12 1.26 “Released Defendants’ Claims” means all claims and causes of action of every nature
13 and description, including both known claims and Unknown Claims (as defined below), whether
14 arising under federal, state, common or foreign law, or any other law, that Defendants could have
15 asserted against any of the Released Plaintiff Parties, including Lead Counsel and Class Members,
16 that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the
17 Action, except for claims relating to the enforcement of the Settlement.

18 1.27 “Released Parties” means the Released Defendant Parties and the Released Plaintiff
19 Parties.

20 1.28 “Released Plaintiff Parties” means the Lead Plaintiff, each and every Class Member,
21 Lead Counsel, and each of their respective past or present trustees, officers, directors, partners,
22 employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns,
23 insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability
24 companies; and the spouses, members of the immediate families, representatives, and heirs of any
25 Released Plaintiff Party who is an individual, as well as any trust of which any Released Plaintiff
26 Party is the settlor or which is for the benefit of any of their immediate family members. Released
27 Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Class.

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1 1.29 “Settlement” means the resolution of the Action in accordance with the terms and
2 provisions of the Stipulation.

3 1.30 “Settlement Amount” means one hundred forty-one million U.S. dollars
4 (\$141,000,000.00) in cash.

5 1.31 “Settlement Fund” means the Settlement Amount and any interest earned thereon.

6 1.32 “Settlement Hearing” means the hearing to be held by the Court to determine whether
7 (i) the Settlement is fair, reasonable, and adequate and should be approved; (ii) the Plan of
8 Allocation is fair, reasonable, and adequate and should be approved; and (iii) Lead Counsel’s request
9 for an award of attorneys’ fees and expenses should be approved.

10 1.33 “Settling Parties” means Lead Plaintiff, on behalf of the Class, and Defendants.

11 1.34 “Stipulation” means this Stipulation of Settlement.

12 1.35 “Summary Notice” means the Summary Notice for publication, which shall be
13 substantially in the form attached hereto as Exhibit A-3.

14 1.36 “Tax Expenses” means expenses and costs incurred in connection with the calculation
15 and payment of taxes or the preparation of tax returns and related documents, including, without
16 limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to
17 filing (or failing to file) the returns described in ¶2.8.

18 1.37 “Taxes” means all taxes (including any estimated taxes, interest or penalties) arising
19 with respect to the income earned by the Settlement Fund as described in ¶2.8.

20 1.38 “Unknown Claims” means any and all Released Claims that Lead Plaintiff or any
21 other Class Member does not know or suspect to exist in his, her, or its favor at the time of the
22 release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any
23 Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it,
24 might have affected his, her or its decision to enter into this Settlement, execute this Stipulation, and
25 agree to all the various releases set forth herein, or might have affected his, her or its decision not to
26 object to this Settlement or not exclude himself, herself or itself from the Class. Unknown Claims
27 include, without limitation, those claims in which some or all of the facts composing the claim may
28 be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims and

1 Released Defendants' Claims, the Released Parties stipulate and agree that, upon the Effective Date,
2 Lead Plaintiff and Class Members (as regards the Released Claims) and the Defendants (as regards
3 the Released Defendants' Claims) shall expressly waive and relinquish, and each Class Member
4 shall be deemed to have and by operation of law and of the Judgment shall have, expressly waived
5 and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits
6 conferred by California Civil Code §1542, or any law of any state or territory of the United States, or
7 principle of common law or of international or foreign law, which is similar, comparable, or
8 equivalent to Cal. Civ. Code §1542, which provides:

9 **A general release does not extend to claims that the creditor or releasing**
10 **party does not know or suspect to exist in his or her favor at the time of**
11 **executing the release and that, if known by him or her, would have materially**
12 **affected his or her settlement with the debtor or released party.**

13 **2. The Settlement**

14 **a. The Settlement Fund**

15 2.1 In full settlement of the Released Claims, Defendants shall cause the Settlement
16 Amount to be transferred to an account controlled by the Escrow Agent no later than fifteen (15)
17 business days after the later of: (i) a court order granting Lead Plaintiff's Unopposed Motion for
18 Preliminary Approval of Settlement; or (ii) the provision to Defendants of information necessary to
19 effectuate a payment of funds, including, without limitation, the beneficiary account name, the U.S.
20 bank name, address, account number and ABA bank and SWIFT code (*i.e.*, routing number), the
21 payment reference, a completed W-9 form for the payee, and payee instructions for payment by
22 check; or (iii) the receipt of name and verifiable contact information of someone who can verbally
23 confirm the payment instructions (the later of the foregoing (i), (ii), and (iii) being hereinafter
24 referred to as the "Payment Date"). These funds, together with any interest and income earned
25 thereon once transferred, shall constitute the Settlement Fund.

26 2.2 If the entire Settlement Amount is not deposited into the Escrow Account by the
27 Payment Date, Lead Counsel may terminate the Settlement but only if: (i) Defendants have received
28 from Lead Counsel written notice of Lead Counsel's intention to terminate the Settlement; and (ii)

1 the entire Settlement Amount is not transferred to the Escrow Account within three (3) business days
2 after Lead Counsel has provided such written notice.

3 **b. The Escrow Agent**

4 2.3 The Escrow Agent shall invest the Settlement Fund deposited pursuant to ¶2.1 hereof
5 in instruments backed by the full faith and credit of the United States Government or fully insured by
6 the United States Government or an agency thereof and shall reinvest the proceeds of these
7 instruments as they mature in similar instruments at their then-current market rates. All costs and
8 risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in
9 this paragraph shall be borne by the Settlement Fund.

10 2.4 The Escrow Agent shall not disburse the Settlement Fund except: (a) as provided in
11 the Stipulation; (b) by an order of the Court; or (c) with the written agreement of counsel for the
12 Settling Parties.

13 2.5 Subject to further order(s) and/or directions as may be made by the Court, or as
14 provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are
15 provided for under the terms of the Stipulation. The Released Parties shall have no responsibility
16 for, interest in, or liability whatsoever with respect to, the actions of the Escrow Agent, or any
17 transaction executed by the Escrow Agent.

18 2.6 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
19 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such
20 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

21 2.7 Prior to the Effective Date and without further order of the Court, up to \$1,500,000 of
22 the Settlement Fund may be used by Lead Counsel to pay reasonable costs and expenses actually
23 incurred in connection with providing notice to the Class, locating Class Members, soliciting claims,
24 assisting with the submission of claims, processing Proofs of Claim, administering and preparations
25 for distributing the Net Settlement Fund to Authorized Claimants, and paying escrow fees and costs,
26 if any (“Notice and Administration Expenses”). After the Effective Date, Lead Counsel may pay all
27 further reasonable Notice and Administration Expenses, regardless of amount, without further order
28 of the Court.

1 **c. Taxes**

2 2.8 (a) The Settling Parties agree to treat the Settlement Fund as being at all times a
3 “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1. In addition, the
4 Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions
5 of this ¶2.8, including the “relation-back election” (as defined in Treasury Regulation §1.468B-1)
6 back to the earliest permitted date. Such elections shall be made in compliance with the procedures
7 and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to
8 timely and properly prepare and deliver the necessary documentation for signature by all necessary
9 parties, and thereafter to cause the appropriate filing to occur.

10 (b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as
11 amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow
12 Agent. The Escrow Agent shall timely and properly file all informational and other tax returns
13 necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns
14 described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the election described in
15 ¶2.8(a) hereof) shall be consistent with this ¶2.8 and in all events shall reflect that all Taxes
16 (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund
17 shall be paid out of the Settlement Fund as provided in ¶2.8(c) hereof.

18 (c) All (a) Taxes (including any estimated Taxes, interest, or penalties) arising
19 with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that
20 may be imposed upon the Released Defendant Parties or their counsel with respect to any income
21 earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a
22 “Qualified Settlement Fund” for federal or state income tax purposes, and (b) Tax Expenses,
23 including expenses and costs incurred in connection with the operation and implementation of this
24 ¶2.8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and
25 distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶2.8),
26 shall be paid out of the Settlement Fund; in all events the Released Defendant Parties and their
27 counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes
28 and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement

1 Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order
2 from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the
3 contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such
4 amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well
5 as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(1)(2));
6 neither the Released Defendant Parties nor their counsel are responsible nor shall they have any
7 liability therefor. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other,
8 and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions
9 of this ¶2.8.

10 **d. Termination of Settlement**

11 2.9 In the event the Stipulation is not approved or is terminated, canceled, or fails to
12 become effective for any reason, including, without limitation, in the event the Stipulation is not
13 approved or Judgment is reversed or vacated following any appeal taken therefrom, the Settlement
14 Fund (including accrued interest), less expenses actually incurred or due and owing for Notice and
15 Administration Expenses, Taxes or Tax Expenses pursuant to ¶¶2.7 or 2.8, shall be refunded
16 pursuant to ¶¶6.2 and 7.4 and written instructions from Defendants' Counsel to the party, parties or
17 insurers that paid the Settlement Amount within twenty-one (21) calendar days from the date of the
18 notice from counsel for Defendants pursuant to ¶7.4.

19 **3. Preliminary Approval Order and Settlement Hearing**

20 3.1 Promptly after execution of the Stipulation, Lead Counsel shall submit the Stipulation
21 together with its exhibits (the "Exhibits") to the Court and shall apply for entry of an order (the
22 "Preliminary Approval Order"), requesting, *inter alia*, the preliminary approval of the Settlement set
23 forth in the Stipulation, certification of the Class and appointment of Lead Counsel as counsel for the
24 Class for settlement purposes only, and approval for the mailing of the Postcard Notice and
25 publication of the Summary Notice, in the forms of Exhibits A-4 and A-3, respectively, attached
26 hereto. The Postcard Notice shall direct Class Members to the Settlement website to access the
27 Notice which shall contain the general terms of the Settlement set forth in the Stipulation, the
28

1 proposed Plan of Allocation, the general terms of the Fee and Expense Application, and the date of
2 the Settlement Hearing.

3 3.2 Lead Counsel shall request that, after notice is given to the Class, the Court hold the
4 Settlement Hearing and approve the Settlement of the Action as set forth herein. At or after the
5 Settlement Hearing, Lead Counsel also shall request that the Court approve the proposed Plan of
6 Allocation and the Fee and Expense Application.

7 **4. Releases**

8 4.1 Upon the Effective Date, Lead Plaintiff and each of the Class Members (who have not
9 validly opted out of the Class), on behalf of themselves, and their respective former and present
10 officers, directors, employees, agents, affiliates, parents, subsidiaries, insurers, reinsurers, heirs,
11 executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be
12 deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever
13 released, relinquished, waived, and discharged against the Released Defendant Parties (whether or
14 not such Class Members execute and deliver the Proof of Claim) any and all Released Claims
15 (including, without limitation, Unknown Claims).

16 4.2 Upon the Effective Date, Lead Plaintiff and each of the Class Members (who have not
17 validly opted out of the Class) shall be permanently barred and enjoined from the institution,
18 maintenance, prosecution, or enforcement against any Released Defendant Party, in any state or
19 federal court or arbitral forum, or in the court of any foreign jurisdiction, of any and all Released
20 Claims (including, without limitation, Unknown Claims). The Court shall retain exclusive
21 jurisdiction to interpret and enforce the permanent injunction described in this paragraph.

22 4.3 The Proof of Claim to be executed by Class Members shall release all Released
23 Claims against the Released Defendant Parties and shall be substantially in the form contained in
24 Exhibit A-2 attached hereto; provided, however, that the failure of a Class Member to submit such
25 Proof of Claim shall have no effect on the provisions of the foregoing ¶¶4.1 and 4.2, inclusive,
26 which shall remain in full force and effect as to each of the Class Members (who have not validly
27 opted out of the Class) irrespective of any lack of submission of a Proof of Claim.

1 4.4 Upon the Effective Date, each of the Released Defendant Parties, on behalf of
2 themselves, and their respective former and present officers, directors, employees, agents, affiliates,
3 parents, subsidiaries, insurers, reinsurers, heirs, executors, administrators, predecessors, successors,
4 and assigns in their capacities as such, shall be deemed to have, and by operation of the Judgment
5 shall have, fully, finally, and forever released, relinquished, and discharged the Released Plaintiff
6 Parties, including Lead Counsel, from all Released Defendants' Claims (including, without
7 limitation, Unknown Claims). For the avoidance of doubt, the releases, relinquishments and
8 discharges provided by the Released Defendant Parties in this Stipulation do not include the release,
9 relinquishment or discharge of any claim or cause of action that any of the Released Defendant
10 Parties may have against an insurer for, arising out of or related to insurance coverage for, arising
11 out of or related to the Action or any related matter or proceeding, including any derivative action
12 based on similar allegations.

13 **5. Administration and Calculation of Claims, Final Awards, and**
14 **Supervision and Distribution of the Settlement Fund**

15 5.1 The Claims Administrator, subject to such supervision and direction of the Court as
16 may be necessary or as circumstances may require, shall provide notice of the Settlement to the
17 Class, shall administer and calculate the claims submitted by Class Members, and shall oversee
18 distribution of the Net Settlement Fund to Authorized Claimants.

19 5.2 Within ten (10) calendar days after the Court enters the Preliminary Approval Order,
20 McKesson shall provide Lead Counsel or the Claims Administrator, without any charge to Lead
21 Plaintiff or the Class, record shareholder lists, as appropriate for providing notice to the Class. The
22 Parties shall determine an appropriate electronic format for provision of this information.

23 5.3 In accordance with the schedule set forth in the Preliminary Approval Order, Lead
24 Counsel will cause the Postcard Notice, substantially in the form of Exhibit A-4 attached hereto, to
25 be mailed by the Claims Administrator to all shareholders of record, or nominees. The Notice and
26 Proof of Claim shall also be posted on the Settlement website. In accordance with the schedule set
27 forth in the Preliminary Approval Order, the Summary Notice, substantially in the form of Exhibit
28 A-3 attached hereto, will also be published once in the national edition of *The Wall Street Journal*

1 and once over a national newswire service. The cost of providing such notice shall be paid out of the
2 Settlement Fund.

3 5.4 The Settlement Fund shall be applied as follows:

4 (a) to pay all Notice and Administration Expenses;

5 (b) to pay all Taxes and Tax Expenses described in ¶2.8 hereof;

6 (c) to pay Lead Counsel’s attorneys’ fees and expenses (the “Fee and Expense
7 Award”), if and to the extent allowed by the Court; and

8 (d) to distribute the Net Settlement Fund to Authorized Claimants as allowed by
9 the Stipulation, the Plan of Allocation, or the Court.

10 5.5 Upon the Effective Date and thereafter, and in accordance with the terms of the
11 Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may
12 be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to
13 Authorized Claimants, subject to and in accordance with ¶¶5.6-5.9 below.

14 5.6 Each Person claiming to be an Authorized Claimant shall be required to submit to the
15 Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2 attached
16 hereto, postmarked by no later than ninety (90) calendar days after the Notice Date (as defined in
17 Exhibit A attached hereto), or such other time as may be set by the Court (the “Bar Date”), signed
18 under penalty of perjury and supported by such documents as are specified in the Proof of Claim and
19 as are reasonably available to such Person.

20 5.7 Except as otherwise ordered by the Court, all Class Members who fail to submit a
21 Proof of Claim by the Bar Date, or such other period as may be ordered by the Court, or who submit
22 a Proof of Claim that is rejected, shall be forever barred from receiving any payments pursuant to the
23 Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound
24 by the provisions of the Stipulation, the releases contained herein, and the Judgment.
25 Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the obligation) to
26 accept late-submitted claims for processing so long as the distribution of the Net Settlement Fund to
27 Authorized Claimants is not materially delayed thereby.

28

1 5.8 The Claims Administrator shall calculate the claims of Authorized Claimants in
2 accordance with the Plan of Allocation set forth in the Notice and approved by the Court. Following
3 the Effective Date, the Claims Administrator shall send to each Authorized Claimant his, her, or its
4 *pro rata* share of the Net Settlement Fund, as long as the Authorized Claimant will receive at least
5 \$10.00.

6 5.9 Defendants shall not have a reversionary interest in the Net Settlement Fund. If there
7 is any balance remaining in the Net Settlement Fund after a reasonable amount of time following the
8 date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible, reallocate
9 such balance among Authorized Claimants who negotiated the checks sent to them in the initial
10 distribution and who would receive at least \$10.00 in an equitable and economical fashion. These
11 reallocations shall be repeated until the balance remaining in the Net Settlement Fund is *de minimis*
12 and such remaining balance shall then be donated to the Investor Protection Trust.

13 5.10 The Released Defendant Parties shall have no responsibility for, interest in, or
14 liability whatsoever with respect to the processing, review, determination or calculation of any
15 claims, the distribution of the Net Settlement Fund, the Plan of Allocation, the payment or
16 withholding of Taxes, or any losses incurred in connection therewith.

17 5.11 Defendants shall take no position with respect to the Plan of Allocation or any other
18 such plan as may be approved by the Court.

19 5.12 It is understood and agreed by the Settling Parties that any proposed Plan of
20 Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an
21 Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered
22 by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy
23 of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of
24 Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's
25 Judgment approving the Stipulation and the Settlement set forth therein, or any other orders entered
26 pursuant to the Stipulation. Class Members and Defendants shall be bound by the terms of this
27 Stipulation, irrespective of whether the Court disapproves or modifies the Plan of Allocation.

28

1 5.13 No Person shall have any claim against Lead Plaintiff, the Class, Lead Counsel,
2 Released Defendant Parties, Defendants’ Counsel, or the Claims Administrator based on
3 distributions made substantially in accordance with the Settlement, the Stipulation, and the Plan of
4 Allocation, or otherwise as further ordered by the Court.

5 **6. Lead Counsel’s Attorneys’ Fees and Expenses**

6 6.1 Lead Counsel may submit an application or applications (the “Fee and Expense
7 Application”) for: (a) an award of attorneys’ fees; plus (b) expenses or charges in connection with
8 prosecuting the Action; plus (c) any interest on such attorneys’ fees and expenses at the same rate
9 and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the
10 Court. Any and all such fees, expenses and costs awarded by the Court shall be payable solely out of
11 the Settlement Fund. Defendants shall take no position on the Fee and Expense Application.

12 6.2 The attorneys’ fees and expenses, as awarded by the Court, shall be paid to Lead
13 Counsel from the Settlement Fund, as ordered, immediately upon entry of the Court’s order
14 awarding such fees and expenses. This provision shall apply notwithstanding timely objection to,
15 potential for appeal from, or collateral attack on, the Settlement or the award of fees and expenses.
16 Any such awards shall be paid solely by the Settlement Fund. In the event that the Judgment or the
17 order awarding such fees and expenses paid to Lead Counsel pursuant to ¶6.1 and this ¶6.2 is
18 reversed or modified, or if the Settlement is cancelled or terminated for any reason, then Lead
19 Counsel shall, in an amount consistent with such reversal, modification, termination or cancellation,
20 refund such fees or expenses to the Settlement Fund pursuant to ¶2.9, plus the interest earned
21 thereon, within twenty-one (21) calendar days from receiving notice from Defendants’ Counsel or
22 from a court of competent jurisdiction. Lead Counsel, as a condition of receiving such fees or
23 expenses on behalf of itself and each partner and/or shareholder of it, agrees that it and its partners
24 and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the
25 provisions of this paragraph.

26 6.3 The procedure for and the allowance or disallowance by the Court of the Fee and
27 Expense Application, with all amounts to be paid out of the Settlement Fund, are not part of the
28 Settlement set forth in the Stipulation, and any order or proceeding relating to the Fee and Expense

1 Application, or any appeal from any order relating thereto or reversal or modification thereof, shall
2 not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment
3 approving the Stipulation and the Settlement of the Action.

4 6.4 Defendants shall not have any responsibility for any payment of attorneys' fees and
5 expenses to Lead Counsel or any Class Member's counsel or any amount to Lead Plaintiff apart
6 from payment of the Settlement Amount pursuant to ¶2.1.

7 **7. Conditions of Settlement, Effect of Disapproval, Cancellation, or**
8 **Termination**

9 7.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all of
10 the following events:

11 (a) execution of the Stipulation and such other documents as may be required to
12 obtain final Court approval of the Stipulation in a form satisfactory to the Settling Parties;

13 (b) the Settlement Amount has been deposited into the Escrow Account;

14 (c) the Court has entered the Preliminary Approval Order, substantially in the
15 form of Exhibit A hereto, as required by ¶3.1 hereof;

16 (d) McKesson has not exercised its option to terminate the Stipulation pursuant to
17 ¶7.3 hereof;

18 (e) the Court has entered the Judgment that, *inter alia*, dismisses with prejudice
19 the Action, as to the Lead Plaintiff and other Class Members, and as against each of the Defendants,
20 as set forth above; and

21 (f) the Judgment has become Final, as defined in ¶1.12 hereof.

22 7.2 Upon the occurrence of all of the events referenced in ¶7.1 hereof, any and all
23 remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and
24 forever extinguished. If all of the conditions specified in ¶7.1 hereof are not met, then the
25 Stipulation shall be canceled and terminated subject to ¶7.4 hereof unless Lead Counsel and
26 Defendants' Counsel mutually agree in writing to proceed with the Settlement.

27 7.3 If, prior to the Settlement Hearing, Persons who otherwise would be members of the
28 Class have timely and validly requested exclusion from the Class in accordance with the provisions

1 of the Preliminary Approval Order and the Notice given pursuant thereto, and if those Persons
2 collectively meet the criteria set forth in a separate Supplemental Agreement Regarding Requests for
3 Exclusion (“Supplemental Agreement”) executed between Lead Plaintiff and Defendants, then
4 McKesson shall have the option to terminate this Stipulation and Settlement in accordance with the
5 procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed
6 with the Court unless and until a dispute between Lead Plaintiff and Defendants concerning its
7 interpretation or application arises.

8 7.4 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or
9 be canceled, or shall not become effective for any reason, within twenty-one (21) calendar days after
10 written notification of such event is sent by Defendants’ Counsel to the Escrow Agent, the
11 Settlement Fund (including accrued interest), less expenses which have either been incurred or
12 disbursed pursuant to ¶¶2.7 or 2.8 hereof, shall be refunded pursuant to written instructions from
13 Defendants’ Counsel to the party, parties or insurers that paid the Settlement Amount. At the request
14 of Defendants’ Counsel, the Escrow Agent or its designee shall apply for any tax refund owed on the
15 Settlement Fund and pay the proceeds, after deduction of any expenses incurred in connection with
16 such application(s) for refund, at the written direction of Defendants’ Counsel to the party, parties or
17 insurers that paid the Settlement Amount.

18 7.5 In the event that the Stipulation is not approved by the Court or the Settlement set
19 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the
20 Settling Parties shall be restored to their respective positions in the Action as of September 27, 2022.
21 In such event, the terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.38, 2.7-2.8,
22 7.2, and 8.3 hereof, shall have no further force and effect with respect to the Settling Parties and
23 shall not be used in this Action or in any other proceeding for any purpose, and any Judgment or
24 order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated,
25 *nunc pro tunc*, and the Settling Parties shall be deemed to return to their status as of September 27,
26 2022. No order of the Court or modification or reversal on appeal of any such order of the Court
27 concerning the Plan of Allocation or the amount of any attorneys’ fees and expenses, interest, or
28

1 other payment awarded by the Court to Lead Counsel shall constitute grounds for cancellation or
2 termination of the Stipulation.

3 **8. Miscellaneous Provisions**

4 8.1 The Settling Parties (a) acknowledge that it is their intent to consummate this
5 Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and
6 implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish
7 the foregoing terms and conditions of the Stipulation expeditiously.

8 8.2 The Settling Parties intend this Settlement to be a final and complete resolution of all
9 disputes between them with respect to the Action. The Settlement shall not be deemed an admission
10 by any Settling Party or any of the Released Parties as to the merits of any claim or defense. The
11 Settling Parties and their counsel agree that they shall not assert any claims of any violation of Rule
12 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense or
13 settlement of the Action, and the Final Judgment shall contain a finding that all Settling Parties and
14 their counsel complied with the requirements of Rule 11 with respect to the institution, prosecution,
15 defense, and resolution of the Action. The Settling Parties agree that the amount paid to the
16 Settlement Fund and the other terms of the Settlement were negotiated in good faith at arm's length
17 by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with
18 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party
19 determines to be appropriate, any contention made in any public forum regarding the Action,
20 including that the Action was brought or defended in bad faith or without a reasonable basis.

21 8.3 Neither the Stipulation nor the Settlement contained herein, nor any act performed or
22 document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be
23 deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim,
24 or of any wrongdoing or liability of the Released Defendant Parties; or (b) is or may be deemed to be
25 or may be used as an admission of, or evidence of, any fault or omission of any of the Released
26 Defendant Parties; or (c) is or may be deemed to be or may be used as an admission or evidence that
27 any claims asserted by Lead Plaintiff were not valid or that the amount recoverable was not greater
28 than the Settlement Amount, in any civil, criminal, or administrative proceeding in any court,

1 administrative agency, or other tribunal. The Released Defendant Parties may file the Stipulation
2 and/or the Judgment in any action that may be brought against them in order to support a defense or
3 counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,
4 judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar
5 defense or counterclaim.

6 8.4 Whether or not the Stipulation is approved by the Court and whether or not the
7 Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their
8 best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents
9 signed and proceedings in connection with the Stipulation confidential.

10 8.5 All agreements made and orders entered during the course of the Action relating to
11 the confidentiality of documents and information shall survive this Stipulation.

12 8.6 All of the Exhibits to the Stipulation are material and integral parts hereof and are
13 fully incorporated herein by this reference.

14 8.7 The Stipulation may be amended or modified only by a written instrument signed by
15 or on behalf of all Settling Parties or their respective successors-in-interest.

16 8.8 No waiver of any term or provision of this Stipulation, or of any breach or default
17 hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all
18 Settling Parties or their respective successors-in-interest. No waiver of any term or provision of this
19 Stipulation, or of any breach or default hereof or hereunder, shall be construed as a waiver of the
20 same or any other term or provision or of any previous or subsequent breach thereof.

21 8.9 The Stipulation and the Exhibits attached (together with the Supplemental Agreement
22 referred to in ¶7.3) hereto constitute the entire agreement among the Settling Parties and no
23 representations, warranties, or inducements have been made to any Settling Party concerning the
24 Stipulation or its Exhibits other than the representations, warranties, and covenants contained and
25 memorialized in such documents. Except as otherwise provided herein each Settling Party shall bear
26 its own costs.

1 8.10 The Settlement is not conditioned upon the settlement or approval of settlement of
2 any derivative lawsuits or other lawsuits. Nor shall the Settlement be conditional upon the obtaining
3 of any judicial approval of any releases between or among Defendants and/or any third parties.

4 8.11 This Stipulation shall be construed and interpreted to effectuate the intent of the
5 Settling Parties, which is to resolve completely those claims and disputes, including in the Action,
6 and as more fully described herein. If any provision of this Stipulation shall be determined to be
7 invalid, void, or illegal, such provision shall be construed and amended in a manner that would
8 permit its enforcement, but in no event shall such provision affect, impair, or invalidate any other
9 provision hereof.

10 8.12 Neither the Class Members nor Defendants shall be bound by the Stipulation if the
11 Court modifies material terms thereof; provided, however, that it shall not be a basis for Class
12 Members to terminate the Settlement if the Court modifies any proposed Plan of Allocation or
13 criteria for allocation of the Net Settlement Fund amongst Authorized Claimants, or the Plan of
14 Allocation is modified on appeal. Nor shall it be a basis to terminate the Stipulation if the Court
15 disapproves of or modifies the terms of this Stipulation with respect to attorneys' fees or expenses or
16 the distribution of the Net Settlement Fund. Notwithstanding any such modification of the terms or
17 Plan of Allocation or the Stipulation with respect to attorneys' fees or expenses, Defendants and
18 Defendants' insurers shall be entitled to all benefits of the Settlement and shall not, under any
19 circumstances, be called upon to contribute additional funds in addition to the Settlement Fund.

20 8.13 Lead Counsel, on behalf of the Class, is expressly authorized by Lead Plaintiff to take
21 all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to
22 effectuate its terms and also is expressly authorized to enter into any modifications or amendments to
23 the Stipulation on behalf of the Class which it deems appropriate.

24 8.14 Each counsel or other Person executing the Stipulation or any of its Exhibits on
25 behalf of any Settling Party hereby warrants that such Person has the full authority to do so.

26 8.15 All notices, requests, demands, claims, and other communications hereunder shall be
27 in writing and shall be deemed duly given: (i) when delivered personally to the recipient; (ii) one (1)
28 business day after being sent to the recipient by UPS (charges prepaid); or (iii) five (5) business days

1 after being mailed to the recipient by certified or registered mail, return receipt requested and
2 postage prepaid, and addressed to the intended recipient as set forth below:

3 If to Lead Plaintiff or to Lead Counsel:

4 Ellen Gusikoff Stewart
5 Robbins Geller Rudman & Dowd LLP
6 655 West Broadway, Suite 1900
7 San Diego, CA 92101

8 If to Defendants or to Defendants' Counsel:

9 Sara B. Brody
10 Sidley Austin LLP
11 555 California Street, Suite 2000
12 San Francisco, CA 94104

13 8.16 The Stipulation may be executed in one or more counterparts. All executed
14 counterparts and each of them shall be deemed to be one and the same instrument. A complete set of
15 executed counterparts shall be filed with the Court.

16 8.17 The Stipulation shall be binding upon, and inure to the benefit of, the heirs,
17 successors, and assigns of the Settling Parties hereto.

18 8.18 The Court shall retain jurisdiction with respect to implementation and enforcement of
19 the terms of the Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for
20 purposes of implementing and enforcing the Settlement embodied in the Stipulation.

21 8.19 Pending approval of the Court of the Stipulation and its Exhibits, all proceedings in
22 this Action shall be stayed, and all members of the Class shall be barred and enjoined from
23 prosecuting any of the Released Claims against any of the Released Defendant Parties.

24 8.20 This Stipulation and the Exhibits hereto shall be considered to have been negotiated,
25 executed, and delivered, and to be wholly performed, in the State of California, and the rights and
26 obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and
27 governed by, the internal, substantive laws of the State of California, without giving effect to that
28 State's choice-of-law principles.

8.21 This Stipulation shall not be construed more strictly against one party than another
merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of

1 the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the
2 Settling Parties and the Settling Parties have contributed substantially and materially to the
3 preparation of this Stipulation.

4 IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed,
5 by their duly authorized attorneys, on November 30, 2022.

6 ROBBINS GELLER RUDMAN
7 & DOWD LLP
8 SPENCER A. BURKHOLZ
9 ELLEN GUSIKOFF STEWART
10 LUKE O. BROOKS
11 CHRISTOPHER D. STEWART
12 JEFFREY J. STEIN
13 ANDREW W. HUTTON
14 ERIKA OLIVER
15 NATALIE F. LAKOSIL

LUKE O. BROOKS

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Telephone: 619/231-1058
619/231-7423 (fax)

16 ROBBINS GELLER RUDMAN
17 & DOWD LLP
18 SHAWN A. WILLIAMS
19 Post Montgomery Center
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21 San Francisco, CA 94104
22 Telephone: 415/288-4545
23 415/288-4534 (fax)

Lead Counsel for Lead Plaintiff

SIDLEY AUSTIN LLP

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25 SARA B. BRODY
26 JAIME A. BARTLETT
27 555 California Street, Suite 2000
28 San Francisco, CA 94104
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425 Lexington Avenue
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Telephone: 212/455-2000
212/455-2502 (fax)

Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on November 30, 2022, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the email addresses on the attached Electronic Mail Notice List, and I hereby certify that I caused the mailing of the foregoing via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

s/ Luke O. Brooks

LUKE O. BROOKS

ROBBINS GELLER RUDMAN
& DOWD LLP

655 West Broadway, Suite 1900

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619/231-7423 (fax)

Email: lukeb@rgrdlaw.com

Mailing Information for a Case 3:18-cv-06525-CRB Evanston Police Pension Fund v. McKesson Corporation et al

Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

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- **Jaime Allyson Bartlett**
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- **Sara B. Brody**
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- **Robin Eve Wechkin**
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- **Jonathan K. Youngwood**
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Manual Notice List

The following is the list of attorneys who are **not** on the list to receive e-mail notices for this case (who therefore require manual noticing). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

- (No manual recipients)

EXHIBIT A

1 ROBBINS GELLER RUDMAN
 & DOWD LLP
 2 SPENCER A. BURKHOLZ (147029)
 ELLEN GUSIKOFF STEWART (144892)
 3 LUKE O. BROOKS (212802)
 CHRISTOPHER D. STEWART (270448)
 4 JEFFREY J. STEIN (265268)
 ANDREW W. HUTTON (172033)
 5 ERIKA OLIVER (306614)
 NATALIE F. LAKOSIL (322836)
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 7 Telephone: 619/231-1058
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 9 lukeb@rgrdlaw.com
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 10 jstein@rgrdlaw.com
 dhutton@rgrdlaw.com
 11 eoliver@rgrdlaw.com
 nlakosil@rgrdlaw.com

12 Lead Counsel for Lead Plaintiff

13
 14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA

16	EVANSTON POLICE PENSION FUND,	)	Case No. 3:18-cv-06525-CRB
17	Individually and on Behalf of All Others)	
18	Similarly Situated,	)	<u>CLASS ACTION</u>
19)	
20	Plaintiff,	)	[PROPOSED] ORDER PRELIMINARILY
21		)	APPROVING SETTLEMENT AND
22	vs.	)	PROVIDING FOR NOTICE
23)	
24	MCKESSON CORPORATION, et al.,	)	EXHIBIT A
25)	
26	Defendants.)	
27)	
28)	

1 WHEREAS, an action is pending before this Court entitled *Evanston Police Pension Fund v.*
2 *McKesson Corporation, et al.*, No. 3:18-cv-06525-CRB (the “Litigation”);

3 WHEREAS, the parties having made application, pursuant to Federal Rule of Civil
4 Procedure 23(e), for an order preliminarily approving the settlement of this Litigation, in accordance
5 with a Stipulation of Settlement dated November 30, 2022 (the “Stipulation”), which, together with
6 the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the
7 Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth
8 therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto;
9 and

10 WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set
11 forth in the Stipulation.

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 1. After a preliminary review, the Settlement appears to be fair, reasonable, and
14 adequate. The Settlement: (a) resulted from arm’s-length negotiations overseen by an experienced
15 mediator; (b) eliminates the risks to the Parties of continued litigation; (c) does not provide undue
16 preferential treatment to Lead Plaintiff or to segments of the Class; (d) does not provide excessive
17 compensation to counsel for the Class; and (e) appears to fall within the range of possible approval
18 and is therefore sufficiently fair, reasonable, and adequate to warrant providing notice of the
19 Settlement to the Class. Accordingly, the Court does hereby preliminarily approve the Stipulation
20 and the Settlement set forth therein, subject to further consideration at the Settlement Hearing
21 described below.

22 2. A hearing (the “Settlement Hearing”) shall be held before this Court on _____,
23 2023, at __: __.m. [a date that is at least 100 days from the date of this Order], at the United States
24 District Court for the Northern District of California, Phillip Burton Federal Building & United
25 States Courthouse, Courtroom 6 – 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102,
26 for the following purposes:

27 a. to determine whether the Settlement is fair, reasonable, and adequate, and
28 should be approved by the Court;

- 1 b. to finally determine whether Judgment as provided under the Stipulation
- 2 should be entered, dismissing the Complaint on the merits and with
- 3 prejudice, and to determine whether the release by the Class of the Released
- 4 Defendant Parties as set forth in the Stipulation, should be ordered, along
- 5 with a permanent injunction barring efforts to bring any Released Claims or
- 6 Released Defendants' Claims extinguished by the Settlement;
- 7 c. to finally determine whether the proposed Plan of Allocation for the
- 8 distribution of the Net Settlement Fund is fair and reasonable and should be
- 9 approved by the Court;
- 10 d. to consider the application of Lead Counsel for an award of attorneys' fees
- 11 and expenses;
- 12 e. to consider Class Members' objections to the Settlement, Plan of Allocation
- 13 or application for fees and expenses; and
- 14 f. to rule upon such other matters as the Court may deem appropriate.

15 3. The Court may adjourn the Settlement Hearing without further notice to the members
16 of the Class, and reserves the right to approve the Settlement with such modifications as may be
17 agreed upon or consented to by the Parties and without further notice to the Class where to do so
18 would not impair Class Members' rights in a manner inconsistent with Rule 23 and due process of
19 law. The Court further reserves the right to enter its Judgment approving the Settlement and
20 dismissing the Complaint, on the merits and with prejudice, regardless of whether it has approved
21 the Plan of Allocation or awarded attorneys' fees and expenses.

22 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby
23 certifies, for the sole purpose of effectuating the Settlement, a Class defined as follows:

24 All Persons that purchased or acquired McKesson common stock between October
25 24, 2013 and October 27, 2016, inclusive ("Class Period"). Excluded from the Class
26 are Defendants and their families, the officers and directors of McKesson during the
27 Class Period, members of their immediate families, and their legal representatives,
28 heirs, successors or assigns, and any entity in which Defendants have or had a
 controlling interest. Also excluded from the Class will be any Person who timely
 and validly seeks exclusion from the Class.

1 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of
2 settlement only, Pension Trust Fund for Operating Engineers (the “Fund”) is appointed as
3 representative of the Class, and Lead Counsel Robbins Geller Rudman & Dowd LLP is appointed as
4 Class Counsel for the Class.

5 6. With respect to the Class, this Court finds, for purposes of effectuating the Settlement
6 only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of
7 Civil Procedure have been satisfied in that: (a) the members of the Class are so numerous that
8 joinder of all Class Members in the Litigation is impracticable; (b) there are questions of law and
9 fact common to the Class; (c) the claims of the Lead Plaintiff are typical of the claims of the Class;
10 (d) the Lead Plaintiff and its counsel have fairly and adequately represented and protected the
11 interests of all Class Members; (e) the questions of law and fact common to the Class predominate
12 over any questions affecting only individual members of the Class; and (f) a class action is superior
13 to other available methods for the fair and efficient adjudication of the controversy, considering: (i)
14 the interests of the members of the Class in individually controlling the prosecution of the separate
15 actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by
16 members of the Class; (iii) the desirability or undesirability of concentrating the litigation of these
17 claims in this particular forum; and (iv) the difficulties likely to be encountered in the management
18 of the Litigation.

19 7. The Court approves, as to form and content, the Notice of Pendency and Proposed
20 Settlement of Class Action (the “Notice”), the Proof of Claim Form (the “Proof of Claim”), the
21 Summary Notice and the Postcard Notice, annexed hereto as Exhibits A-1, A-2, A-3, and A-4,
22 respectively, and finds that the mailing and distribution of the Postcard Notice and publishing of the
23 Summary Notice, substantially in the manner and form set forth in ¶¶10-11 of this Order, meet the
24 requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice
25 practicable under the circumstances and shall constitute due and sufficient notice to all Persons
26 entitled thereto.

27
28

1 8. The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby appointed to
2 supervise and administer the notice procedure as well as the processing of claims as more fully set
3 forth below.

4 9. McKesson shall provide, or cause to be provided, to Lead Counsel or the Claims
5 Administrator, at no cost to Lead Plaintiff, the Settlement Fund, Lead Counsel or the Claims
6 Administrator, within ten (10) calendar days after the Court enters this Order, documentation or data
7 in the possession of McKesson or its present or former stock transfer agents sufficient to identify to
8 the extent available the record holders of McKesson common stock during Class Period, and their
9 last known addresses, email addresses (if available), or other similar information. The Parties shall
10 determine an appropriate electronic format for provision of this information.

11 10. Lead Counsel, through the Claims Administrator, shall commence mailing the
12 Postcard Notice, substantially in the form annexed hereto, within twenty (20) calendar days after the
13 Court signs this Order (the “Notice Date”), by first-class mail to all Class Members who can be
14 identified with reasonable effort. Contemporaneously with the mailing of the Postcard Notice, the
15 Claims Administrator shall cause the Notice and Proof of Claim, substantially in the forms attached
16 hereto, to be posted on the Settlement website at www.McKessonSecuritiesLitigation.com, from
17 which copies of the documents can be downloaded.

18 11. Not later than seven (7) calendar days after the Notice Date, the Claims Administrator
19 shall cause the Summary Notice to be published once in the national edition of *The Wall Street*
20 *Journal* and once over a national newswire service.

21 12. At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall
22 serve on Defendants’ Counsel and file with the Court proof, by affidavit or declaration, of such
23 mailing and publishing.

24 13. Nominees who purchased or acquired McKesson common stock for the beneficial
25 ownership of Class Members during the Class Period shall (a) within seven (7) calendar days of
26 receipt of the Postcard Notice request from the Claims Administrator sufficient copies of the
27 Postcard Notice to forward to all such beneficial owners and within seven (7) calendar days of
28 receipt of those documents forward them to all such beneficial owners; or (b) within seven (7)

1 calendar days of receipt of the Postcard Notice, send a list of the names and addresses of all such
2 beneficial owners to the Claims Administrator in which event the Claims Administrator shall
3 promptly mail the Notice Packet to such beneficial owners. Lead Counsel shall, if requested,
4 reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket
5 expenses incurred in providing notice to beneficial owners who are Class Members out of the
6 Settlement Fund, which expenses would not have been incurred except for the sending of such
7 notice, subject to further order of this Court with respect to any dispute concerning such
8 compensation.

9 14. In order to be entitled to participate in the recovery from the Settlement Fund after the
10 Effective Date, each Class Member shall take the following action and be subject to the following
11 conditions:

12 a. A properly completed and executed Proof of Claim must be submitted to the
13 Claims Administrator, at the post office box or electronic mailbox indicated
14 in the Notice and Proof of Claim, postmarked no later than ninety (90)
15 calendar days from the Notice Date. Such deadline may be further extended
16 by Order of the Court. Each Proof of Claim shall be deemed to have been
17 submitted when legibly postmarked (if properly addressed and mailed by
18 first-class mail). Any Proof of Claim submitted in any other manner shall be
19 deemed to have been submitted when it was actually received by the Claims
20 Administrator at the address designated in the Notice.

21 b. The Proof of Claim submitted by each Class Member must satisfy the
22 following conditions: (i) it must be properly filled out, signed and submitted
23 in a timely manner in accordance with the provisions of the preceding
24 subparagraph; (ii) it must be accompanied by adequate supporting
25 documentation for the transactions reported therein, in the form of broker
26 confirmation slips, broker account statements, an authorized statement from
27 the broker containing the transactional information found in a broker
28 confirmation slip, or such other documentation as is deemed adequate by the

1 Claims Administrator or Lead Counsel; (iii) if the person executing the Proof
2 of Claim is acting in a representative capacity, a certification of his current
3 authority to act on behalf of the Class Member must be provided with the
4 Proof of Claim; and (iv) the Proof of Claim must be complete and contain no
5 material deletions or modifications of any of the printed matter contained
6 therein and must be signed under penalty of perjury.

7 c. Once the Claims Administrator has considered a timely submitted Proof of
8 Claim, it shall determine whether such claim is valid, deficient or rejected.
9 For each claim determined to be either deficient or rejected, the Claims
10 Administrator shall send a deficiency letter or rejection letter as appropriate,
11 describing the basis on which the claim was so determined. Persons who
12 timely submit a Proof of Claim that is deficient or otherwise rejected shall be
13 afforded a reasonable time (at least twenty (20) calendar days) to cure such
14 deficiency if it shall appear that such deficiency may be cured.

15 d. For the filing of and all determinations concerning their Proof of Claim, each
16 Class Member shall submit to the jurisdiction of the Court.

17 15. Any Class Member who does not timely submit a valid and timely Proof of Claim
18 within the time provided for shall be barred from sharing in the distribution of the proceeds of the
19 Settlement Fund, but will in all other respects be subject to and bound by the provisions of the
20 Stipulation and the Judgment, if entered. Notwithstanding the foregoing, Lead Counsel shall have
21 the discretion (but not an obligation) to accept late-submitted claims for processing by the Claims
22 Administrator so long as distribution of the Settlement Fund to Authorized Claimants is not
23 materially delayed thereby, but will bear no liability for failing to accept such late claims.

24 16. Any member of the Class may enter an appearance in the Litigation, at their own
25 expense, individually or through counsel of their own choice. If they do not enter an appearance,
26 they will be represented by Lead Counsel.

27 17. All Class Members shall be bound by all determinations and judgments in this
28 Litigation, whether favorable or unfavorable, unless such persons request to be excluded, or “opt

1 out,” from the Class. A Class Member wishing to be excluded from the Class must submit to the
2 Claims Administrator a request for exclusion (“Request for Exclusion”), by first-class mail, or
3 otherwise hand-deliver it, such that it is received no later than twenty-one (21) calendar days prior to
4 the Settlement Hearing, or _____, 2023, to the address listed in the Notice. A Request for
5 Exclusion must be signed and must legibly state: (a) the name, address, and telephone number of the
6 Person requesting exclusion; (b) the number of shares of McKesson common stock that the Person
7 requesting exclusion (i) owned as of the opening of trading on October 24, 2013, and (ii) purchased,
8 acquired and/or sold during the Class Period, as well as the number of shares, dates and prices for
9 each such purchase, acquisition, and sale; and (c) that the Person wishes to be excluded from the
10 Class in *Evanston Police Pension Fund v. McKesson Corporation, et al.*, No. 3:18-cv-06525-CRB.
11 All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this
12 paragraph shall have no rights under the Stipulation, shall not share in the distribution of the Net
13 Settlement Fund, and shall not be bound by the Stipulation or any Final Judgment. Unless otherwise
14 ordered by the Court, any Class Member who does not submit a valid and timely written Request for
15 Exclusion as provided by this paragraph shall be bound by the Stipulation.

16 18. The Claims Administrator or Lead Counsel shall cause to be provided to Defendants’
17 Counsel copies of all Requests for Exclusion as expeditiously as possible, but in no event later than
18 five (5) business days of receipt thereof and in any event at least twenty-one (21) calendar days
19 before the Settlement Hearing.

20 19. The Court will consider comments or objections to the Settlement, the Plan of
21 Allocation, or Lead Counsel’s request for an award of attorneys’ fees and expenses, only if such
22 comments or objections and any supporting papers are submitted to the Court either by mailing them
23 to the Clerk of the Court, United States District Court for the Northern District of California, 450
24 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the
25 United States District Court for the Northern District of California. Such comments or objections
26 must be filed or postmarked at least twenty-one (21) calendar days prior to the Settlement Hearing,
27 or _____, 2023. Attendance at the Settlement Hearing is not necessary but any Person wishing

28 to be heard orally in opposition to the Settlement, the Plan of Allocation, or the application for

1 attorneys' fees and expenses is required to indicate in their written objection whether they intend to
2 appear at the Settlement Hearing. The notice of objection must include documentation establishing
3 the objecting Person's membership in the Class, including the number of shares of McKesson
4 common stock that the objecting Person (i) owned as of the opening of trading on October 24, 2013,
5 and (ii) purchased, acquired and/or sold during the Class Period, as well as the dates and prices for
6 each such purchase, acquisition or sale, and contain a statement of reasons for the objection,
7 including whether it applies only to the objector, to a specific subset of the Class, or to the entire
8 Class. The objection must identify all other class action settlements the objector and his, her or its
9 counsel has previously objected to, copies of any papers, briefs, or other documents upon which the
10 objection is based, and contain the objector's signature, even if represented by counsel. Any
11 member of the Class who does not make his, her or its objection in the manner provided shall be
12 deemed to have waived such objection and shall forever be foreclosed from making any objection to
13 the fairness or adequacy of the Settlement as set forth in the Stipulation, to the Plan of Allocation, or
14 to the award of attorneys' fees and expenses to Lead Counsel unless otherwise ordered by the Court.
15 Class Members do not need to appear at the Settlement Hearing or take any other action to indicate
16 their approval.

17 20. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
18 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such
19 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

20 21. All opening briefs and supporting documents in support of the Settlement, the Plan of
21 Allocation, and any application by Lead Counsel for attorneys' fees and expenses shall be filed and
22 served no later than thirty-five (35) calendar days before the Settlement Hearing, or _____,
23 2023. Replies to any objections shall be filed and served at least seven (7) calendar days prior to the
24 Settlement Hearing, or _____, 2023.

25 22. The Released Defendant Parties shall have no responsibility for the Plan of Allocation
26 or any application for attorneys' fees or expenses submitted by Lead Counsel, and such matters will
27 be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any
28 order or proceeding relating to the Plan of Allocation or any application for attorneys' fees or

1 expenses, or any appeal from any order relating thereto or reversal or modification thereof, shall not
2 operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment
3 approving the Stipulation and the settlement of the Litigation.

4 23. At or after the Settlement Hearing, the Court shall determine whether the Plan of
5 Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of
6 expenses shall be approved.

7 24. All reasonable expenses incurred in identifying and notifying Class Members, as well
8 as administering the Settlement Fund, shall be paid as set forth in the Stipulation.

9 25. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations
10 or proceedings connected with it, shall be construed as an admission or concession by the
11 Defendants of the truth of any of the allegations in the Litigation, or of any liability, fault, or
12 wrongdoing of any kind.

13 26. If the Stipulation and the Settlement set forth therein is not approved or consummated
14 for any reason whatsoever, the Stipulation and Settlement and all proceedings had in connection
15 therewith shall be without prejudice to the rights of the Settling Parties *status quo ante*.

16 27. Pending final determination of whether the proposed Settlement should be approved,
17 neither the Lead Plaintiff, nor any Class Member, directly or indirectly, representatively, or in any
18 other capacity, shall commence or prosecute against any of the Released Defendant Parties, any
19 action or proceeding in any court or tribunal asserting any of the Released Claims.

20 28. The Court's orders entered during this Litigation relating to the confidentiality of
21 information shall survive this Settlement.

22 IT IS SO ORDERED.

23 DATED: _____

THE HONORABLE CHARLES R. BREYER
SENIOR UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

1 ROBBINS GELLER RUDMAN
 & DOWD LLP
 2 SPENCER A. BURKHOLZ (147029)
 ELLEN GUSIKOFF STEWART (144892)
 3 LUKE O. BROOKS (212802)
 CHRISTOPHER D. STEWART (270448)
 4 JEFFREY J. STEIN (265268)
 ANDREW W. HUTTON (172033)
 5 ERIKA OLIVER (306614)
 NATALIE F. LAKOSIL (322836)
 6 655 West Broadway, Suite 1900
 San Diego, CA 92101
 7 Telephone: 619/231-1058
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 8 spenceb@rgrdlaw.com
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 10 jstein@rgrdlaw.com
 dhutton@rgrdlaw.com
 11 eoliver@rgrdlaw.com
 nlakosil@rgrdlaw.com

12 Lead Counsel for Lead Plaintiff

13
 14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA

16 EVANSTON POLICE PENSION FUND,
 17 Individually and on Behalf of All Others
 Similarly Situated,

18 Plaintiff,

19 vs.

20 MCKESSON CORPORATION, et al.,
 21

22 Defendants.

) Case No. 3:18-cv-06525-CRB

) CLASS ACTION

) NOTICE OF PENDENCY AND PROPOSED
) SETTLEMENT OF CLASS ACTION

) EXHIBIT A-1

1 ***A Federal Court Authorized This Notice. This Is Not a Solicitation from a Lawyer.***

2 **NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights may be
3 affected by the above-captioned class action lawsuit pending in this Court (the “Action”) if you
4 purchased or acquired the common stock of McKesson Corporation (“McKesson” or the
“Company”) between October 24, 2013 and October 27, 2016, inclusive (the “Class Period”).

5 **NOTICE OF SETTLEMENT:** Please also be advised that the Lead Plaintiff Pension Trust
6 Fund for Operating Engineers, on behalf of the Class (as defined in ¶1 below), has reached a
proposed settlement of the Action for a total of \$141 million in cash that will resolve all claims
in the Action (the “Settlement”).

7 **This Notice explains important rights you may have, including your possible receipt of cash
8 from the Settlement. Your legal rights will be affected whether or not you act. Please read this
Notice carefully!**

9 1. **Description of the Action and the Class:** This Notice relates to a proposed
10 Settlement of a class action lawsuit pending against the following defendants: McKesson, John H.
11 Hammergren, and James Beer (“Defendants”) (collectively, with Lead Plaintiff, the “Settling
Parties”). The proposed Settlement, if approved by the Court, will apply to the following Class (the
12 “Class”): all Persons that purchased or acquired McKesson common stock during the Class Period.
13 Excluded from the Class are: Defendants and their families, the officers and directors of McKesson
during the Class Period, members of their immediate families, and their legal representatives, heirs,
14 successors or assigns, and any entity in which Defendants have or had a controlling interest. Also
excluded from the Class will be any Person who timely and validly seeks exclusion from the Class.
15 Anyone with questions as to whether or not they are excluded from the Class may call the Claims
Administrator toll-free at 1-877-892-8802.

16 2. **Statement of Class’s Recovery:** Subject to Court approval, and as described more
17 fully in ¶¶49-54 below, Lead Plaintiff, on behalf of the Class, has agreed to settle all Released
18 Claims (as defined in ¶50 below) against Defendants and other Released Defendant Parties (as
19 defined in ¶52 below) in exchange for a settlement payment of \$141 million in cash (the “Settlement
Amount”) to be deposited into an escrow account. The Net Settlement Fund (the Settlement Fund
20 less Taxes and Tax Expenses, Notice and Administration Expenses, and attorneys’ fees and litigation
expenses) will be distributed in accordance with a plan of allocation (the “Plan of Allocation”) that
21 will be approved by the Court and will determine how the Net Settlement Fund shall be distributed
to members of the Class. The Plan of Allocation is a basis for determining the relative positions of
22 Class Members for purposes of allocating the Net Settlement Fund. The proposed Plan of Allocation
is included in this Notice, and may be modified by the Court without further notice.

23 3. **Statement of Average Distribution Per Share:** The Settlement Fund consists of the
24 \$141 million Settlement Amount plus interest earned. Assuming all potential Class Members elect
to participate, the estimated average recovery is \$0.84 per damaged share before fees and expenses.
25 Class Members may recover more or less than this amount depending on, among other factors, the
aggregate value of the Recognized Claims represented by valid and acceptable Claim Forms as
26 explained in the Plan of Allocation; when their shares were purchased or acquired and the price at
the time of purchase or acquisition; whether the shares were sold, and if so, when they were sold and
27 for how much. In addition, the actual recovery of Class Members may be further reduced by the
payment of fees and costs from the Settlement Fund, as approved by the Court.

1 4. **Statement of the Parties’ Position on Damages:** Defendants deny all claims of
 2 wrongdoing, that they engaged in any wrongdoing, that they are liable to Lead Plaintiff and/or the
 3 Class and that Lead Plaintiff or other members of the Class suffered any injury. Moreover, the
 4 parties do not agree on the amount of recoverable damages if Lead Plaintiff was to prevail on each of
 5 the claims. The issues on which the parties disagree include, but are not limited to, whether: (1) the
 6 statements made or facts allegedly omitted were material, false or misleading; (2) Defendants are
 7 otherwise liable under the securities laws for those statements or omissions or any alleged scheme to
 8 defraud; and (3) all or part of the damages allegedly suffered by members of the Class were caused
 9 by economic conditions or factors other than the allegedly false or misleading statements or
 10 omissions.

11 5. **Statement of Attorneys’ Fees and Expenses Sought:** Lead Counsel will apply to
 12 the Court for an award of attorneys’ fees from the Settlement Fund of no more than 25% of the
 13 Settlement Amount, plus interest earned at the same rate and for the same period as earned by the
 14 Settlement Fund. In addition, Lead Counsel also will apply to the Court for payment from the
 15 Settlement Fund for Lead Plaintiff’s counsel’s litigation expenses (reasonable expenses or charges of
 16 Lead Plaintiff’s counsel in connection with commencing and prosecuting the Action), in a total
 17 amount not to exceed \$1,500,000, plus interest earned at the same rate and for the same period as
 18 earned by the Settlement Fund. If the Court approves Lead Counsel’s fee and expense application,
 19 the estimated average cost per damaged share is \$0.22.

20 6. **Identification of Attorneys’ Representatives:** Lead Plaintiff and the Class are being
 21 represented by Robbins Geller Rudman & Dowd LLP (“Lead Counsel”). Any questions regarding
 22 the Settlement should be directed to Ellen Gusikoff Stewart at Robbins Geller Rudman & Dowd
 23 LLP, 655 W. Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900,
 24 settlementinfo@rgrdlaw.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Get no payment. Remain a Class Member. Give up your rights.
REMAIN A MEMBER OF THE CLASS AND SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN [____], 2023	This is the only way to be potentially eligible to receive a payment. If you wish to obtain a payment as a member of the Class, you will need to file a claim form (the “Claim Form” or “Proof of Claim Form”), postmarked no later than _____, 2023.
EXCLUDE YOURSELF FROM THE CLASS (OPT OUT) BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN [____], 2023	Receive no payment pursuant to this Settlement. This is the only option that allows you to ever potentially be part of any other lawsuit against any of the Defendants or the other Released Defendant Parties concerning the Released Claims. Should you elect to exclude yourself from the Class, you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of

	repose.
OBJECT TO THE SETTLEMENT SO THAT IT IS RECEIVED NO LATER THAN [____], 2023	Write to the Court about your view on the Settlement, or why you don't think the Settlement is fair to the Class. If you do not exclude yourself from the Class, you may object to the Settlement, the Plan of Allocation, or the request for attorneys' fees and litigation expenses. You must still submit a Claim Form in order to be potentially eligible to receive any money from the Settlement Fund.
GO TO THE HEARING ON [____], 2023, AT ____ M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN [____], 2023	Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and litigation expenses.

WHAT THIS NOTICE CONTAINS

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WHY DID I GET THIS NOTICE

7. The purpose of this Notice is to inform you about: (a) this Action, (b) the certification of the Class, (c) the terms of the proposed Settlement, and (d) your rights in connection with a hearing to be held before the United States District Court, Northern District of California (the "Court"), on _____, 2023, at ____ .m., to consider the fairness, reasonableness, and adequacy of the Settlement and related matters. This Notice also describes the steps to be taken by those who wish to be excluded from the Class and, for those who remain Class Members, the steps necessary to seek to be potentially eligible to share in the distribution of the Net Settlement Fund in the event the Settlement is approved by the Court.

1 8. A class action is a type of lawsuit in which the claims of a number of individuals
2 are resolved together, thus providing the class members with both consistency and efficiency. In
3 a class action lawsuit, the Court selects one or more people, known as class representatives, to sue
4 on behalf of all people with similar claims, commonly known as the class or the class members.
5 (For more information on excluding yourself from the Class, please read “What If I Do Not Want
To Be A Part Of The Settlement? How Do I Exclude Myself?” located below.) In the Action, the
Court has appointed Lead Plaintiff Pension Trust Fund for Operating Engineers as the
representative of the Class and Lead Counsel as Class Counsel, for purposes of the Settlement.

6 9. The Court in charge of this case is the United States District Court for the Northern
7 District of California, and the case is known as *Evanston Police Pension Fund v. McKesson*
8 *Corporation, et al.*, Case No. 3:18-cv-06525-CRB. The judge presiding over this case is the
9 Honorable Charles R. Breyer, Senior United States District Judge. The people who are suing are
called Lead Plaintiff, and those who are being sued are called defendants. In this case, the
Defendants are McKesson, John H. Hammergren, and James Beer.

10 10. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits
11 are available, who is eligible for them, and how to get them. The purpose of this Notice is to
12 inform you of this case, that it is a class action, how you might be affected, and how to exclude
13 yourself from the Settlement if you wish to do so. It also informs you of the terms of the
14 proposed Settlement, and of a hearing to be held by the Court to consider the fairness,
reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation, and
the application by Lead Counsel for attorneys’ fees and litigation expenses (the “Settlement
Hearing”).

15 11. The Settlement Hearing will be held on _____, 2023, at _____ .m., before
16 the Honorable Charles R. Breyer, at the United States District Court, Northern District of
17 California, Courtroom 6 – 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, for
the following purposes:

- 18 (a) to determine whether the proposed Settlement on the terms and conditions
19 provided for in the Stipulation is fair, reasonable, and adequate and should be
approved by the Court;
- 20 (b) to determine whether the Judgment as provided for under the Stipulation of
21 Settlement dated November 30, 2022 (the “Stipulation”) should be entered;
- 22 (c) to determine whether the proposed Plan of Allocation for the net proceeds of the
23 Settlement is fair and reasonable and should be approved by the Court;
- 24 (d) to determine whether the application by Lead Counsel for an award of attorneys’
25 fees and litigation expenses should be approved; and
- 26 (e) to rule upon such other matters as the Court may deem appropriate.

1 12. This Notice does not express any opinion by the Court concerning the merits of
2 any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the
3 Court approves the Settlement, payments to Authorized Claimants will be made after any appeals
4 are resolved, and after the completion of all claims processing. This process takes time. Please be
5 patient.

6 **WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?**

7 13. This Action arises under Sections 10(b), 20(a) and 20A of the Securities Exchange
8 Act of 1934, and alleges that during the period between October 24, 2013 and October 27, 2016,
9 inclusive (the “Class Period”), Defendants McKesson, John H. Hammergren, and James Beer
10 made materially false and misleading statements that concealed that McKesson’s financial success
11 resulted in part from an alleged massive price-fixing scheme among the Company’s generic drug
12 manufacturing suppliers.

13 14. Lead Plaintiff alleges that during the Class Period, Defendants knew or recklessly
14 disregarded that generic drug price inflation was not the result of legitimate supply disruptions,
15 that the Company’s generic manufacturing suppliers were allegedly part of an overarching generic
16 pharmaceutical price-fixing conspiracy that was the focus of various governmental investigations,
17 and that the Company’s financial results were positively impacted by, and heavily reliant upon,
18 profits derived from the inflated generic drug prices, which caused the price of McKesson
19 common stock to trade at artificially inflated prices. On July 29, 2015, McKesson announced that
20 weaker-than-expected generic price inflation had caused a significant year-over-year drop in its
21 operating margin growth, causing McKesson’s stock price to decline 4.2%. On January 22, 2016,
22 McKesson announced weaker-than-expected generic drug pricing trends, causing the Company’s
23 stock price to decline over 10%. Then on October 27, 2016, McKesson announced that its second
24 quarter results were impacted by a “softer pricing environment” and its gross profit margins
25 decreased compared to the same period a year ago. The next day, McKesson’s stock price fell
26 over 22% from the prior day’s close.

27 15. On April 9, 2019, Lead Plaintiff filed its Consolidated Class Action Complaint for
28 Violations of the Federal Securities Laws. On June 10, 2019, Defendants moved to dismiss this
complaint, which was opposed by Lead Plaintiff. On October 30, 2019, the Court entered an
order granting in part and denying in part the motion to dismiss. Defendants moved for leave to
file a motion for reconsideration on December 6, 2019, and Lead Plaintiff filed its opposition on
December 9, 2019. On December 19, 2019, the Court denied the motion for leave to file a motion
for reconsideration, and granted the motion for clarification of its motion to dismiss order with
respect to its loss causation finding. Defendants answered the complaint on February 7, 2020.

 16. The parties conducted extensive written and documentary discovery through 2020
and 2021. On November 16, 2020, Lead Plaintiff moved to certify the class. Following full
briefing, on April 8, 2021, the Court granted the motion, and also permitted Defendants to move
for partial summary judgment as to loss causation for the November 3, 2016 disclosure.

 17. On June 7, 2021, Defendants moved for partial summary judgment. Lead Plaintiff
filed its opposition on August 9, 2021, and Defendants filed their reply on September 23, 2021.
Lead Plaintiff filed a sur-reply declaration on October 14, 2021. The Court held oral argument on
October 21, 2021, and on that date the Court issued an order granting partial summary judgment

1 as to loss causation for the November 3, 2016 disclosure.

2 18. On December 29, 2021, Lead Plaintiff filed an amended complaint, and the Court
3 stayed most discovery and vacated the case schedule. On February 14, 2022, Defendants moved
4 to dismiss the entire action, and Defendant Hammergren moved to dismiss the Section 20A claim
5 against him. Lead Plaintiff filed its opposition on March 31, 2022. The motions were set for
6 hearing at the time the agreement-in-principle to resolve the Action was reached.

7 19. In the course of the Action, the Settling Parties engaged the services of Greg
8 Danilow, of Phillips ADR, a nationally recognized mediator. The Settling Parties engaged in a
9 mediation session with Mr. Danilow on May 6, 2022. While the Settling Parties did not reach an
10 agreement to settle the Action at the mediation, the Settling Parties continued settlement
11 negotiations with the assistance of Mr. Danilow, who provided the Settling Parties with a
12 Mediator’s Proposal. On September 27, 2022, the Settling Parties each accepted the Mediator’s
13 Proposal to settle the Action for \$141 million.

14 **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

15 20. If you are a member of the Class, you are subject to the Settlement unless you
16 timely request to be excluded. The Class consists of all Persons that purchased or acquired
17 McKesson common stock between October 24, 2013 and October 27, 2016, inclusive. Excluded
18 from the Class are Defendants and their families, the officers and directors of McKesson during
19 the Class Period, members of their immediate families, and their legal representatives, heirs,
20 successors or assigns, and any entity in which Defendants have or had a controlling interest. Also
21 excluded from the Class will be any Person who timely and validly seeks exclusion from the
22 Class. Anyone with questions as to whether or not they are excluded from the Class may call the
23 Claims Administrator toll-free at 1-877-892-8802. (See “What If I Do Not Want To Be A Part Of
24 The Settlement? How Do I Exclude Myself?,” below.)

25 RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU
26 ARE A CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE
27 PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO BE
28 POTENTIALLY ELIGIBLE TO RECEIVE A DISTRIBUTION OF THE
NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION - 3:18-cv-06525-
CRB
4862-3559-3790.v1

29 **WHAT ARE LEAD PLAINTIFF’S REASONS FOR THE SETTLEMENT?**

30 21. Lead Plaintiff and Lead Counsel believe that the claims asserted against
31 Defendants have merit. Lead Plaintiff and Lead Counsel recognize, however, the expense and
32 length of continued proceedings necessary to pursue their claims against Defendants through trial
33 and appeals, as well as the difficulties in establishing liability and damages. Lead Plaintiff and
34 Lead Counsel have considered the amount of the Settlement, as well as the uncertain outcome and
35 risk in complex lawsuits like this one. Such risks include, in particular, the risk that the pending

1 motion to dismiss would be granted and the risk, among others, that Lead Plaintiff would be
2 unsuccessful in proving that Defendants' alleged misstatements were materially false and
3 misleading, made with scienter (that is, the requisite state of mind), or caused compensable
damages to the Class.

4 22. In light of the amount of the Settlement and the immediacy of recovery to the
5 Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable
6 and adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel believe that
7 the Settlement provides a substantial benefit now, namely \$141 million in cash (less the various
deductions described in this Notice), as compared to the risk that the claims would produce a
smaller recovery, or no recovery after resolution of Defendants' pending motions to dismiss,
summary judgment, trial and appeals, possibly years in the future.

8 23. Defendants have denied and continue to deny each and all of the claims alleged by
9 Lead Plaintiff in the Action. Defendants expressly have denied and continue to deny all charges
10 of wrongdoing or liability against them arising out of any of the conduct, statements, acts or
11 omissions alleged, or that could have been alleged, in the Action. Defendants also have denied
12 and continue to deny, among other things, the allegations that Lead Plaintiff or the Class have
suffered any damage, that Lead Plaintiff or the Class were harmed by the conduct alleged in the
Action, or that the Action is properly certifiable as a class action for settlement purposes.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

14 24. If there were no Settlement and Lead Plaintiff failed to establish any essential legal
15 or factual element of the alleged claims, neither Lead Plaintiff nor the Class would recover
16 anything from Defendants. Also, if Defendants were successful in proving any of their defenses,
17 the Class likely would recover substantially less than the amount provided in the Settlement, or
nothing at all.

HOW MUCH WILL MY PAYMENT BE?

19 25. Defendants have agreed to cause to be paid One Hundred Forty-One Million
20 Dollars (\$141,000,000.00) in cash into escrow for the benefit of the Class. At this time, it is not
21 possible to make any determination as to how much individual Class Members may receive from
22 the Settlement. Lead Plaintiff has proposed a plan for allocating the Net Settlement Fund to those
23 Class Members who timely submit valid Proof of Claim Forms. The Plan of Allocation proposed
by Lead Plaintiff is set forth below, and additional information is available on the website created
for purposes of this Settlement, www.McKessonSecuritiesLitigation.com.

24 26. Payment pursuant to the Plan of Allocation shall be conclusive against all
25 Authorized Claimants. No person or entity shall have any claim based on distributions made
26 substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of
27 Allocation, or further order(s) of the Court against Lead Counsel, the Lead Plaintiff, Class
Members, the Claims Administrator, Defendants and the other Released Defendant Parties
(defined below), or any person or entity designated by Lead Counsel. All members of the Class
28 who fail to timely submit an acceptable Claim Form by the deadline set by the Court, or such

1 other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from
2 receiving any payments pursuant to the Settlement, but will in all other respects be subject to and
bound by the terms of the Settlement, including Class Members' release of all Released Claims.

3 27. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable
4 grounds the claim of any member of the Class.

5 28. The Plan of Allocation set forth below is the proposed plan submitted by Lead
6 Plaintiff and Lead Counsel for the Court's approval. The Court may approve this plan as
proposed or it may modify it without further notice to the Class.

7 29. Each claimant shall be deemed to have submitted to the jurisdiction of the United
8 States District Court for the Northern District of California, with respect to his, her or its Claim
Form.

9 30. Persons and entities that exclude themselves from the Class will not be eligible to
10 receive a distribution from the Net Settlement Fund and should not submit Proof of Claim Forms.

PLAN OF ALLOCATION

11
12
13 31. The objective of the Plan of Allocation is to equitably distribute the settlement
14 proceeds to those Class Members who suffered economic losses as a proximate result of the
15 alleged wrongdoing. In developing the Plan of Allocation, Lead Plaintiff's damages expert
16 calculated the potential amount of estimated alleged artificial inflation in McKesson common
17 stock which allegedly was proximately caused by Defendants' alleged false and misleading
18 statements and material omissions. In calculating the estimated alleged artificial inflation
allegedly caused by Defendants' alleged misrepresentations and omissions, Lead Plaintiff's
damages expert considered the market and industry adjusted price changes in McKesson's stock
price following certain corrective disclosures regarding McKesson and the allegations in the
Complaint.

19 32. The calculations made pursuant to the Plan of Allocation are not intended to be
20 estimates of, nor indicative of, the amounts that Class Members might have been able to recover
21 after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of
22 the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The
23 computations under the Plan of Allocation are only a method to weigh the claims of Authorized
Claimants against one another for the purposes of making *pro rata* allocations of the Net
Settlement Fund.

24 33. The Plan of Allocation was developed in consultation with Lead Plaintiff's
25 damages expert. In developing the Plan of Allocation, Lead Plaintiff's damages expert calculated
26 the estimated amount of alleged artificial inflation in the per share prices of McKesson common
27 stock that was allegedly proximately caused by Defendants' alleged materially false and
28 misleading statements and omissions. In calculating the estimated artificial inflation allegedly
caused by those misrepresentations and omissions, Lead Plaintiff's damages expert considered
price changes in McKesson common stock in reaction to public disclosures that allegedly
corrected the respective alleged misrepresentations and omissions, adjusting the price change for

1 factors that were attributable to market or industry forces, and for non-fraud related Company-
 2 specific information. With respect to the July 30, 2015 and October 28, 2016 stock price declines,
 3 the Plan of Allocation reflects a 50% reduction for litigation risk to account for the fact that those
 disclosures had not been accepted by the Court at the time the Settlement was reached.

4 34. In order to have recoverable damages, a disclosure of the alleged truth omitted or
 5 concealed by the misrepresentations must be the cause of the decline in the price of McKesson
 6 common stock. In this case, Lead Plaintiff alleges that corrective information was released to the
 market on July 29, 2015 after the market close, January 11, 2016 and October 27, 2016 after the
 market close.

7 35. In order to have a “Recognized Loss Amount” under the Plan of Allocation, shares
 8 of McKesson common stock must have been purchased or otherwise acquired during the Class
 Period and held through the issuance of at least one corrective disclosure.¹

9 CALCULATION OF RECOGNIZED LOSS AMOUNTS

10 36. Based on the formula stated below, a “Recognized Loss Amount” will be
 11 calculated for each purchase or acquisition of McKesson common stock during the Class Period
 12 that is listed on the Claim Form and for which adequate documentation is provided. If a
 13 Recognized Loss Amount calculates to a negative number or zero under the formula below, that
 Recognized Loss Amount will be zero.

14 37. For each share of McKesson common stock purchased or otherwise acquired from
 October 24, 2013 through October 27, 2016, inclusive, and:

- 15 (a) Sold prior to July 30, 2015, the Recognized Loss Amount will be \$0.00;
- 16 (b) Sold from July 30, 2015 through October 27, 2016, the Recognized Loss
 17 Amount will be *the lesser of*: (i) the decline in inflation during the holding
 18 period (as presented in Table 1 below), or (ii) the purchase price minus the
 sale price;
- 19 (c) Sold from October 28, 2016 through and including the close of trading on
 20 January 25, 2017, the Recognized Loss Amount will be *the least of*: (i) the
 21 decline in inflation during the holding period (as presented in Table 1
 22 below), (ii) the purchase price minus the sale price, or (iii) the purchase
 price minus the average closing price between October 28, 2016 and the
 date of sale as stated in Table 2 below; and
- 23 (d) Held as of the close of trading on January 25, 2017, the Recognized Loss
 24 Amount will be *the lesser of*: (i) the decline in inflation during the holding
 25 period (as presented in Table 1 below), or (ii) the purchase price minus
 \$142.39, the average closing price for McKesson common stock between
 26

27 ¹ Any transactions in McKesson common stock executed outside regular trading hours for the
 28 U.S. financial markets shall be deemed to have occurred during the next trading session.

1 October 28, 2016 and January 25, 2017 (the last entry in Table 2 below).²

2 **ADDITIONAL PROVISIONS**

3 38. The Net Settlement Fund will be allocated among all Authorized Claimants based
4 on the amount of each Authorized Claimant's Recognized Claim (defined below).

5 39. If a Class Member has more than one purchase/acquisition or sale of McKesson
6 common stock, purchases/acquisitions and sales shall be matched on a First In, First Out ("FIFO")
7 basis. Class Period sales will be matched first against any holdings at the beginning of the Class
8 Period, and then against purchases/acquisitions in chronological order, beginning with the earliest
9 purchase/acquisition made during the Class Period.

10 40. A claimant's "Recognized Claim" under the Plan of Allocation shall be the sum of
11 his, her or its Recognized Loss Amounts.

12 41. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata*
13 basis based on the relative size of their Recognized Claims. Specifically, a "Distribution
14 Amount" will be calculated for each Authorized Claimant, which shall be the Authorized
15 Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized
16 Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized
17 Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to
18 that claimant.

19 42. Purchases or acquisitions and sales of McKesson common stock shall be deemed to
20 have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date.
21 The receipt or grant by gift, inheritance or operation of law of McKesson common stock during
22 the Class Period shall not be deemed a purchase, acquisition or sale of McKesson common stock
23 for the calculation of an Authorized Claimant's Recognized Loss Amount, nor shall the receipt or
24 grant be deemed an assignment of any claim relating to the purchase/acquisition of any McKesson
25 common stock unless (i) the donor or decedent purchased or otherwise acquired such McKesson
26 common stock during the Class Period; (ii) no Claim Form was submitted by or on behalf of the
27 donor, on behalf of the decedent, or by anyone else with respect to those shares; and (iii) it is
28 specifically so provided in the instrument of gift or assignment.

43. The date of covering a "short sale" is deemed to be the date of purchase or
acquisition of the McKesson common stock. The date of a "short sale" is deemed to be the date
of sale of the McKesson common stock. Under the Plan of Allocation, however, the Recognized

² Under Section 21(D)(e)(1) of the Exchange Act, "in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of McKesson common stock during the 90-day look-back period. The mean (average) closing price for McKesson common stock during this 90-day look-back period was \$142.39.

1 Loss Amount on “short sales” is zero. In the event that a claimant has an opening short position
2 in McKesson common stock, the earliest Class Period purchases or acquisitions of McKesson
3 common stock shall be matched against such opening short position, and not be entitled to a
recovery, until that short position is fully covered.

4 44. Option contracts are not securities eligible to participate in the Settlement. With
5 respect to McKesson common stock purchased or sold through the exercise of an option, the
6 purchase/sale date of the common stock is the exercise date of the option and the purchase/sale
price of the common stock is the exercise price of the option.

7 45. If a claimant had a market gain with respect to his, her, or its overall transactions in
8 McKesson common stock during the Class Period, the value of the claimant’s Recognized Claim
9 will be zero. If a claimant suffered an overall market loss with respect to his, her, or its overall
10 transactions in McKesson common stock during the Class Period but that market loss was less
11 than the claimant’s total Recognized Claim calculated above, then the claimant’s Recognized
12 Claim will be limited to the amount of the actual market loss. For purposes of determining
13 whether a claimant had a market gain with respect to his, her, or its overall transactions in
McKesson common stock during the Class Period or suffered a market loss, the Claims
Administrator will determine the difference between (i) the Total Purchase Amount³ and (ii) the
sum of the Total Sales Proceeds⁴ and Holding Value.⁵ This difference will be deemed a
claimant’s market gain or loss with respect to his, her, or its overall transactions in McKesson
common stock during the Class Period.

14 46. After the initial distribution of the Net Settlement Fund, the Claims Administrator
15 shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution
16 checks. To the extent any monies remain in the fund within a reasonable time after the initial
17 distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is
18 cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds
19 remaining after payment of any unpaid fees and expenses incurred in administering the
20 Settlement, including for such re-distribution, to Authorized Claimants who have cashed their
21 initial distributions. Additional re-distributions to Authorized Claimants who have cashed their
prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator,
determine that additional re-distributions, after the deduction of any additional fees and expenses
incurred in administering the Settlement, including for such re-distributions, would be cost-
effective. At such time as it is determined that the re-distribution of funds remaining in the Net

22 ³ The “Total Purchase Amount” is the total amount the claimant paid (excluding commissions
and other charges) for McKesson common stock purchased or acquired during the Class Period.

23 ⁴ The Claims Administrator will match any sales of McKesson common stock from the start of
24 the Class Period through and including the close of trading on October 27, 2016 first against the
25 claimant’s opening position (the proceeds of those sales will not be considered for purposes of
26 calculating market gains or losses). The total amount received (excluding commissions and other
charges) for the remaining sales of McKesson common stock sold from the start of the Class Period
through and including the close of trading on October 27, 2016 will be the “Total Sales Proceeds.”

27 ⁵ The Claims Administrator will ascribe a value of \$124.11 per share for McKesson common
28 stock purchased or acquired during the Class Period and still held as of the close of trading on
October 27, 2016 (the “Holding Value”).

1 Settlement Fund is not cost-effective, the remaining balance shall be contributed to the Investor
 2 Protection Trust.

3 47. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may
 4 be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall
 5 have any claim against the Lead Plaintiff, Lead Counsel, Lead Plaintiff’s damages expert, or the
 6 Claims Administrator or other agent designated by Lead Counsel, or the Defendants’ releasees
 7 and/or their respective counsel, arising from distributions made substantially in accordance with
 8 the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. The
 9 Lead Plaintiff, and Defendants, their respective counsel, Lead Plaintiff’s damages expert, and all
 other releasees shall have no responsibility or liability whatsoever for the investment or
 distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the
 determination, administration, calculation, or payment of any Claim Form or nonperformance of
 the Claims Administrator, the payment or withholding of taxes (including interest and penalties)
 owed by the Settlement Fund, or any losses incurred in connection therewith.

10 48. The Plan of Allocation set forth herein is the plan that is being proposed to the
 11 Court for its approval by Lead Plaintiff after consultation with its damages expert. The Court may
 12 approve this plan as proposed or it may modify the Plan of Allocation without further notice to the
 13 Class. Any orders regarding any modification of the Plan of Allocation will be posted on the
 14 Settlement website.

15 **TABLE 1**

16 **Decline in Inflation Per Share by Date of Purchase and Date of Sale**

Purchase Date	Sale Date			
	10/24/2014- 7/29/2015	7/30/2015- 1/10/2016	1/11/2016- 10/27/2016	Sold on or Retained Beyond 10/28/2016
10/24/2014- 7/29/2015	\$0.00	\$4.62	\$13.17	\$22.66
7/30/2015- 1/10/2016		\$0.00	\$8.55	\$18.04
1/11/2016- 10/27/2016			\$0.00	\$9.49
Purchased on or after 10/28/2016				\$0.00

TABLE 2

McKesson Closing Price and Average Closing Price

Date	Closing Price	Average Closing Price Between October 28, 2016 and Date Shown	Date	Closing Price	Average Closing Price Between October 28, 2016 and Date Shown
10/28/2016	\$124.11	\$124.11	12/12/2016	\$146.49	\$139.79
10/31/2016	\$127.17	\$125.64	12/13/2016	\$147.97	\$140.04
11/1/2016	\$129.27	\$126.85	12/14/2016	\$143.37	\$140.15
11/2/2016	\$135.83	\$129.10	12/15/2016	\$142.34	\$140.21
11/3/2016	\$129.59	\$129.19	12/16/2016	\$142.29	\$140.27
11/4/2016	\$130.76	\$129.45	12/19/2016	\$141.56	\$140.30
11/7/2016	\$134.51	\$130.18	12/20/2016	\$141.13	\$140.33
11/8/2016	\$130.51	\$130.22	12/21/2016	\$141.59	\$140.36
11/9/2016	\$141.68	\$131.49	12/22/2016	\$140.34	\$140.36
11/10/2016	\$147.49	\$133.09	12/23/2016	\$141.18	\$140.38
11/11/2016	\$143.03	\$134.00	12/27/2016	\$142.07	\$140.42
11/14/2016	\$143.69	\$134.80	12/28/2016	\$141.53	\$140.45
11/15/2016	\$142.87	\$135.42	12/29/2016	\$141.78	\$140.48
11/16/2016	\$141.48	\$135.86	12/30/2016	\$140.45	\$140.48
11/17/2016	\$141.48	\$136.23	1/3/2017	\$147.43	\$140.63
11/18/2016	\$140.05	\$136.47	1/4/2017	\$148.58	\$140.81
11/21/2016	\$141.35	\$136.76	1/5/2017	\$146.50	\$140.93
11/22/2016	\$141.33	\$137.01	1/6/2017	\$146.92	\$141.05
11/23/2016	\$141.27	\$137.24	1/9/2017	\$146.84	\$141.17
11/25/2016	\$143.07	\$137.53	1/10/2017	\$146.82	\$141.28
11/28/2016	\$143.11	\$137.79	1/11/2017	\$143.20	\$141.32
11/29/2016	\$141.25	\$137.95	1/12/2017	\$144.68	\$141.38
11/30/2016	\$143.81	\$138.20	1/13/2017	\$147.18	\$141.49
12/1/2016	\$143.08	\$138.41	1/17/2017	\$148.43	\$141.62
12/2/2016	\$143.56	\$138.61	1/18/2017	\$149.74	\$141.77
12/5/2016	\$145.00	\$138.86	1/19/2017	\$147.29	\$141.87
12/6/2016	\$145.40	\$139.10	1/20/2017	\$150.28	\$142.02
12/7/2016	\$141.62	\$139.19	1/23/2017	\$149.32	\$142.14
12/8/2016	\$143.34	\$139.33	1/24/2017	\$148.31	\$142.25
12/9/2016	\$146.25	\$139.57	1/25/2017	\$151.10	\$142.39

WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE SETTLEMENT?

49. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that Lead Plaintiff, and all other Released Plaintiff Parties (as defined in ¶53 below) shall have waived, released, discharged, and dismissed each and every one of the Released Claims (as defined in ¶50 below), including Unknown Claims (as defined in ¶54 below), against each and every one of the Released Defendant Parties (as defined in ¶52 below) and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendant Parties, whether or not they execute and deliver the Claim Form or share in the Settlement Fund. Claims to enforce the terms of the Settlement are not released.

50. “Released Claims” means any and all claims, rights, liabilities, and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether contingent or absolute, asserted or unasserted, mature or immature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, that both (i) arise out of, are based upon, or are related in any way to the allegations, acts, facts, matters, occurrences, disclosures, filings, statements, representations, or omissions that were or could have been alleged by Lead Plaintiff and all other Class Members in the Action, whether arising under federal, state, local, common or foreign law, or any other law, rule, or regulation, whether class or individual in nature, and (ii) relate to the purchase or acquisition of McKesson common stock during the Class Period. Notwithstanding the foregoing, “Released Claims” does not include claims relating to the enforcement of the Settlement or claims that could be brought in any derivative action based on similar allegations.

51. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, or any other law, that Defendants could have asserted against any of the Released Plaintiff Parties, including Lead Counsel and Class Members, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement.

52. “Released Defendant Parties” means each and all of the Defendants, and each of their Related Persons.

53. “Released Plaintiff Parties” means the Lead Plaintiff, each and every Class Member, Lead Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Class.

54. “Unknown Claims” means any and all Released Claims that Lead Plaintiff or any

1 other Class Member does not know or suspect to exist in his, her, or its favor at the time of the
2 release of the Released Defendant Parties, and any and all Released Defendants' Claims that any
3 Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or
4 it, might have affected his, her or its decision to enter into this Settlement, execute the Stipulation,
5 and agree to all the various releases set forth herein, or might have affected his, her or its decision
6 not to object to this Settlement or not exclude himself, herself or itself from the Class. Unknown
7 Claims include, without limitation, those claims in which some or all of the facts composing the
8 claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all
9 Released Claims and Released Defendants' Claims, the Released Parties stipulate and agree that,
10 upon the Effective Date, Lead Plaintiff and Class Members (as regards the Released Claims) and
11 the Defendants (as regards the Released Defendants' Claims) shall expressly waive and
12 relinquish, and each Class Member shall be deemed to have and by operation of law and of the
13 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law,
14 any and all provisions, rights and benefits conferred by California Civil Code §1542, or any law
15 of any state or territory of the United States, or principle of common law or of international or
16 foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

15 55. Lead Counsel has not received any payment for its services in pursuing claims
16 against Defendants on behalf of the Class, nor has Lead Counsel been paid for its expenses.
17 Before final approval of the Settlement, Lead Counsel intends to apply to the Court for an award
18 of attorneys' fees from the Settlement Fund of no more than 25% of the Settlement Amount, plus
19 interest. At the same time, Lead Counsel also intends to apply for payment from the Settlement
20 Fund for counsel's litigation expenses in a total amount not to exceed \$1,500,000, plus interest.
21 The Court will determine the amount of the award of fees and expenses. Such sums as may be
22 approved by the Court will be paid from the Settlement Fund. Class Members are not personally
23 liable for any such fees or expenses.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

23 56. If you fall within the definition of the Class as described above, and you are not
24 excluded by the definition of the Class and you do not elect to exclude yourself from the Class,
25 then you are a Class Member, and you will be bound by the proposed Settlement if the Court
26 approves it, and by any judgment or determination of the Court affecting the Class. If you are a
27 Class Member, you must submit a Claim Form and supporting documentation to establish your
28 potential entitlement to share in the proceeds of the Settlement. A Claim Form is included with
this Notice, or you may go to the website maintained by the Claims Administrator for the
Settlement to request that a Claim Form be mailed to you. The website is
www.McKessonSecuritiesLitigation.com. You may also request a Claim Form by calling toll-

1 free 1-877-892-8802. Those who exclude themselves from the Class, and those who do not
 2 submit timely and valid Claim Forms with adequate supporting documentation, will not be
 3 entitled to share in the proceeds of the Settlement unless otherwise ordered by the Court. Please
 4 retain all original records of your ownership of, or transactions in the shares, as they may be
 5 needed to document your claim.

6 57. As a Class Member, for purposes of the Settlement, you are represented by Lead
 7 Plaintiff, and Lead Counsel, unless you enter an appearance through counsel of your own choice
 8 at your own expense. You are not required to retain your own counsel, but if you choose to do so,
 9 such counsel must file a notice of appearance on your behalf.

10 58. If you do not wish to remain a Class Member, you may exclude yourself from the
 11 Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Part
 12 Of The Settlement? How Do I Exclude Myself?” below. If you exclude yourself from the Class,
 13 you will not be eligible to receive any benefit from the Settlement and you should not submit a
 14 Claim Form but you will retain the right to be a part of any other lawsuit against any of the
 15 Released Defendant Parties (as defined in ¶52 above) with respect to any of the Released Claims
 16 (as defined in ¶50 above).

17 59. If you wish to object to the Settlement or any of its terms, the proposed Plan of
 18 Allocation, or Lead Counsel’s application for attorneys’ fees and litigation expenses, and if you
 19 do not exclude yourself from the Class, you may present your objections by following the
 20 instructions in the section entitled, “When And Where Will The Court Decide Whether To
 21 Approve The Settlement?” below. If you exclude yourself from the Class, you are not entitled to
 22 submit an objection.

23 **WHAT IF I DO NOT WANT TO BE A PART OF THE SETTLEMENT?**
 24 **HOW DO I EXCLUDE MYSELF?**

25 60. Each Class Member will be bound by all determinations and judgments in this
 26 lawsuit concerning the Settlement, whether favorable or unfavorable, unless such person or entity
 27 mails, by first-class mail (or its equivalent outside the U.S.), or otherwise delivers a written
 28 request for exclusion from the Class, addressed to *McKesson Securities Litigation, EXCLUSIONS*, c/o Gilardi & Co. LLC, P.O. Box 5100, Larkspur, CA 94977-5100. The exclusion request must be *received* no later than _____, 2023. Each request for exclusion must clearly indicate the name, address and telephone number of the person or entity seeking exclusion, that the sender requests to be excluded from the Class in *Evanston Police Pension Fund v. McKesson Corporation, et al.*, Case No. 3:18-cv-06525-CRB, and must be signed by such person. Such persons or entities requesting exclusion are also directed to provide the following information: the number of shares of McKesson common stock that the Person requesting exclusion (i) owned as of the opening of trading on October 24, 2013; and (ii) purchased, acquired and/or sold from October 24, 2013 through October 27, 2016, inclusive, as well as the number of shares, dates and prices for each such purchase, acquisition, and sale. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Should you elect to exclude yourself from the Class, you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may

1 seek to assert, including, without limitation, the defense that any such claims are untimely under
2 applicable statutes of limitations and statutes of repose.

3 61. If you do not want to be part of the Class, you must follow these instructions for
4 exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding
5 relating to any Released Claim against any of the Released Defendant Parties. Excluding yourself
6 from the Class is the only option that allows you to be part of any other current or future lawsuit
against Defendants or any of the other Released Defendant Parties concerning the Released
Claims. Please note, however, if you decide to exclude yourself from the Class, you may be time-
barred from asserting the claims covered by the Action by a statute of repose.

7 62. If you ask to be excluded, do not submit a Claim Form because you cannot receive
8 any payment from the Net Settlement Fund. If a person or entity requests to be excluded from the
Class, that person or entity will not receive any benefit provided for in the Stipulation.

9 63. If the requests for exclusion from the Settlement exceed a certain amount, as set
10 forth in a separate confidential supplemental agreement between Lead Plaintiff and Defendants
11 (the "Supplemental Agreement"), Defendants shall have, in their discretion, the option to
12 terminate the Settlement in accordance with the procedures set forth in the Supplemental
Agreement.

13 **WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE**
14 **SETTLEMENT?**
15 **DO I HAVE TO COME TO THE HEARING?**
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

16 64. **If you do not wish to object in person to the proposed Settlement, the**
17 **proposed Plan of Allocation, and/or the application for attorneys' fees and litigation**
18 **expenses, you do not need to attend the Settlement Hearing. You can object to or**
participate in the Settlement without attending the Settlement Hearing.

19 65. The Settlement Hearing will be held on _____, 2023, at _____ .m., before
20 the Honorable Charles R. Breyer, at the United States District Court, Northern District of
21 California, Phillip Burton Federal Building & United States Courthouse, Courtroom 6 – 17th
22 Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. The Court reserves the right to
approve the Settlement or the Plan of Allocation, Lead Counsel's motion for an award of
attorneys' fees and expenses, and/or any other matter related to the Settlement at or after the
Settlement Hearing without further notice to the members of the Class.

23 66. Any Class Member who does not request exclusion such that it is received no later
24 than _____, 2023, may object to the Settlement, the Plan of Allocation, or Lead Counsel's
25 request for an award of attorneys' fees and litigation expenses.⁶ You can ask the Court to deny
26 approval by filing an objection. You cannot ask the Court to order a different settlement; the
Court can only approve or reject the Settlement. If the Court denies approval, no settlement

27 ⁶ Lead Plaintiff's initial motion papers in support of these matters will be filed with the Court
28 on or before _____, 2023.

1 payments will be sent out and the lawsuit will continue. If that is what you want to happen, you
2 must object.

3 67. Any objection to the proposed Settlement must be in writing. If you file a timely
4 written objection, you may, but are not required to, appear at the Settlement Hearing, either in
5 person or through your own attorney. If you appear through your own attorney, you are
6 responsible for hiring and paying that attorney. All written objections and supporting papers must
7 (a) clearly identify the case name and number (*Evanston Police Pension Fund v. McKesson*
8 *Corporation, et al.*, Case No. 3:18-cv-06525-CRB), (b) be submitted to the Court either by
mailing them to the Clerk of the Court, United States District Court for the Northern District of
California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any
location of the United States District Court for the Northern District of California, and (c) be filed
or postmarked on or before _____, 2023.

9 68. The notice of objection must include documentation establishing the objecting
10 Person's membership in the Class, including the number of shares of McKesson common stock
11 that the objecting Person (1) owned as of the opening of trading on October 24, 2013, and (2)
12 purchased, acquired and/or sold during the Class Period, as well as the dates and prices for each
13 such purchase, acquisition and sale, and contain a statement of reasons for the objection, copies of
14 any papers, briefs, or other documents upon which the objection is based, a statement of whether
15 the objector intends to appear at the Settlement Hearing, and the objector's signature, even if
16 represented by counsel. The objection must state whether it applies only to the objector, to a
17 specific subset of the Class, or to the entire Class. In addition, the objector must identify all class
18 action settlements to which the objector and his, her or its counsel has previously objected.
Documentation establishing membership in the Class must consist of copies of brokerage
confirmation slips or monthly brokerage account statements, or an authorized statement from the
objector's broker containing the transactional and holding information found in a broker
confirmation slip or account statement. Objectors who desire to present evidence at the
Settlement Hearing in support of their objection must include in their written objection or notice
of appearance the identity of any witnesses they may call to testify and any exhibits they intend to
introduce into evidence at the hearing.

19 69. You may not object to the Settlement or any aspect of it, if you exclude yourself
20 from the Class.

21 70. You may file a written objection without having to appear at the Settlement
22 Hearing. You may not appear at the Settlement Hearing to present your objection, however,
23 unless you have first filed a written objection in accordance with the procedures described above,
unless the Court orders otherwise.

24 71. You are not required to hire an attorney to represent you in making written
25 objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will
26 be at your own expense, however, he or she must file a notice of appearance with the Court so that
27 the notice is received on or before _____, 2023.

28 72. The Settlement Hearing may be adjourned by the Court without further written
notice to the Class, other than a posting of the adjournment on the Settlement website,
www.McKessonSecuritiesLitigation.com. If you plan to attend the Settlement Hearing, you

1 should confirm the date and time with Lead Counsel.

2 **Unless the Court orders otherwise, any Class Member who does not object in**
 3 **the manner described above will be deemed to have waived any objection and**
 4 **shall be forever foreclosed from making any objection to the proposed**
 5 **Settlement, the proposed Plan of Allocation, or Lead Counsel's request for an**
 6 **award of attorneys' fees and litigation expenses. Class Members do not need**
 7 **to appear at the hearing or take any other action to indicate their approval.**

8 **WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?**

9 73. Nominees who purchased or acquired McKesson common stock for beneficial
 10 owners who are Class Members are directed to: (a) request within seven (7) calendar days of
 11 receipt of the Postcard Notice sufficient copies of the Postcard Notice from the Claims
 12 Administrator to forward to all such beneficial owners; or (b) send a list of the names and
 13 addresses of such beneficial owners to the Claims Administrator within seven (7) calendar days
 14 after receipt of the Postcard Notice. If a nominee elects to send the Postcard Notice to beneficial
 15 owners, such nominee is directed to mail the Postcard Notice within seven (7) calendar days of
 16 receipt of those documents from the Claims Administrator, and upon such mailing, the nominee
 17 shall send a statement to the Claims Administrator confirming that the mailing was made as
 18 directed, and the nominee shall retain the list of names and addresses for use in connection with
 19 any possible future notice to the Class. Upon full compliance with these instructions, including
 20 the timely mailing of the Postcard Notice to beneficial owners, such nominees may seek
 21 reimbursement of their reasonable expenses actually incurred in complying with these instructions
 22 by providing the Claims Administrator with proper documentation supporting the expenses for
 23 which reimbursement is sought and reflecting compliance with these instructions, including
 24 timely mailing of the Postcard Notice, if the nominee elected or elects to do so. Such properly
 25 documented expenses incurred by nominees in compliance with the terms of these instructions
 26 will be paid from the Settlement Fund. Copies of this Notice may also be obtained by calling toll-
 27 free 1-877-892-8802, and may be downloaded from the Settlement website,
 28 www.McKessonSecuritiesLitigation.com.

29 **CAN I SEE THE COURT FILE?** 30 **WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

31 74. This Notice contains only a summary of the terms of the proposed Settlement.
 32 More detailed information about the matters involved in the Action is available at
 33 www.McKessonSecuritiesLitigation.com, including, among other documents, copies of the
 34 Stipulation and Proof of Claim Form. This Notice summarizes the proposed Settlement. For the
 35 precise terms and conditions of the Settlement, please see the settlement agreement available at
 36 www.McKessonSecuritiesLitigation.com, or by contacting Lead Counsel below. You may also
 37 access the Court docket in this case, for a fee, through the Court's Public Access to Court
 38 Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of
 the Clerk of the Court for the United States District Court for the Northern District of California,
 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 1:00 p.m., Monday
 through Friday, excluding Court holidays. All inquiries concerning this Notice or the Claim Form

1 should be directed to:

2 *McKesson Securities Litigation*
3 c/o Gilardi & Co. LLC
4 P.O. Box 301134
5 Los Angeles, CA 90030-1134

6 **-or-**

7 Ellen Gusikoff Stewart, Esq.
8 ROBBINS GELLER RUDMAN & DOWD LLP
9 655 W. Broadway, Suite 1900
10 San Diego, CA 92101
11 1-800-449-4900
12 settlementinfo@rgrdlaw.com
13 Lead Counsel

14 **DO NOT CALL OR WRITE THE COURT, DEFENDANTS, DEFENDANTS'**
15 **COUNSEL, OR THE OFFICE OF THE CLERK OF COURT**
16 **REGARDING THIS NOTICE.**

17 Dated: _____

18 By Order of the Court
19 United States District Court
20 Northern District of California

21
22
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28

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
 & DOWD LLP
 2 SPENCER A. BURKHOLZ (147029)
 ELLEN GUSIKOFF STEWART (144892)
 3 LUKE O. BROOKS (212802)
 CHRISTOPHER D. STEWART (270448)
 4 JEFFREY J. STEIN (265268)
 ANDREW W. HUTTON (172033)
 5 ERIKA OLIVER (306614)
 NATALIE F. LAKOSIL (322836)
 6 655 West Broadway, Suite 1900
 San Diego, CA 92101
 7 Telephone: 619/231-1058
 619/231-7423 (fax)
 8 spenceb@rgrdlaw.com
 elleng@rgrdlaw.com
 9 lukeb@rgrdlaw.com
 cstewart@rgrdlaw.com
 10 jstein@rgrdlaw.com
 dhutton@rgrdlaw.com
 11 eoliver@rgrdlaw.com
 nlakosil@rgrdlaw.com

12 Lead Counsel for Lead Plaintiff

13
 14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA

16	EVANSTON POLICE PENSION FUND,	)	Case No. 3:18-cv-06525-CRB
17	Individually and on Behalf of All Others)	
18	Similarly Situated,	)	<u>CLASS ACTION</u>
)	
	Plaintiff,	)	PROOF OF CLAIM FORM
19)	
	vs.	)	EXHIBIT A-2
20)	
	MCKESSON CORPORATION, et al.,)	
21)	
	Defendants.)	
22)	

McKesson Securities Litigation

c/o Gilardi & Co. LLC

P.O. Box 301134

Los Angeles, CA 90030-1134

Toll-Free Number: 1-877-892-8802

Email: info@McKessonSecuritiesLitigation.com

Website: www.McKessonSecuritiesLitigation.com

PROOF OF CLAIM

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim Form (“Claim Form”) and mail it by first-class mail to the above address, *postmarked no later than* _____, **2023 or submit it online at the above website on or before** _____, **2023.**

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the parties to the Action, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

PART I – INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. To recover as a member of the Class based on your claims in the action entitled *Evanston Police Pension Fund v. McKesson Corporation, et al.*, Case No. 3:18-cv-06525-CRB (the “Action”), you must complete and, on page [] hereof, sign this Proof of Claim Form (“Claim Form”). If you fail to file a properly addressed (as set forth in paragraph 3 below) Claim Form, your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Action.

2. Submission of this Claim Form, however, does not assure that you will share in the proceeds of settlement in the Action.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED CLAIM FORM ON OR BEFORE** _____, **2023, ADDRESSED AS FOLLOWS:**

1 *McKesson Securities Litigation*
2 c/o Gilardi & Co. LLC
3 P.O. Box 301134
4 Los Angeles, CA 90030-1134
5 www.McKessonSecuritiesLitigation.com

6 If you are NOT a member of the Class, as defined below and in the Notice of Pendency and
7 Proposed Settlement of Class Action (the “Notice”), DO NOT submit a Claim Form.

8 4. If you are a member of the Class and you do not timely and validly request exclusion
9 from the Class, you are bound by the terms of any judgment entered in the Action, including the
10 releases provided therein, WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

11 5. It is important that you completely read and understand the Notice that accompanies
12 this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice.
13 The Notice describes the proposed Settlement, how Class Members are affected by the Settlement,
14 and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of
15 Allocation are approved by the Court. The Notice also contains the definitions of many of the
16 defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and
17 submitting this Claim Form, you will be certifying that you have read and that you understand the
18 Notice, including the terms of the releases described therein and provided for herein.

19 **B. CLAIMANT IDENTIFICATION**

20 1. If you purchased or acquired McKesson common stock and held the certificate(s) in
21 your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer.
22 If, however, the certificate(s) were registered in the name of a third party, such as a nominee or
23 brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

24 2. Use Part II of this form entitled “Claimant Identification” to identify the beneficial
25 owner(s) of McKesson common stock. The complete name(s) of the beneficial owner(s) must be
26 entered. If you held the eligible McKesson common stock in your own name, you are the beneficial
27 owner as well as the record owner. If, however, your shares of eligible McKesson common stock
28

1 were registered in the name of a third party, such as a nominee or brokerage firm, you are the
2 beneficial owner of these shares, but the third party is the record owner. THIS CLAIM MUST BE
3 FILED AND SIGNED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S)
4 OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE
5 MCKESSON COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

6
7 3. All joint purchasers must sign this Claim Form and be identified in Part II. The
8 Social Security (or taxpayer identification) number and telephone number of the beneficial owner
9 may be used in verifying the claim. Failure to provide the foregoing information could delay
10 verification of your claim or result in rejection of the claim.

11 4. **One Claim should be submitted for each separate legal entity.** Separate Claim
12 Forms should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not
13 include separate transactions of just one of the joint owners, and an individual should not combine
14 his or her IRA transactions with transactions made solely in the individual's name). Conversely, a
15 single Claim Form should be submitted on behalf of one legal entity including all transactions made
16 by that entity on one Claim Form, no matter how many separate accounts that entity has (*e.g.*, a
17 corporation with multiple brokerage accounts should include all transactions made in all accounts on
18 one Claim Form).

19
20 5. Agents, executors, administrators, guardians, and trustees must complete and sign the
21 Claim Form on behalf of persons represented by them, and they must:

- 22 (a) expressly state the capacity in which they are acting;
- 23 (b) identify the name, account number, Social Security Number (or taxpayer
24 identification number), address, and telephone number of the beneficial owner of (or other person or
25 entity on whose behalf they are acting with respect to) the McKesson common stock; and
- 26 (c) furnish herewith evidence of their authority to bind to the Claim Form the
27 person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form
28 cannot be established by stockbrokers demonstrating only that they have discretionary authority to
trade securities in another person's accounts.)

1 6. By submitting a signed Claim Form, you will be swearing that you:

2 (a) own or owned the McKesson common stock you have listed in the Claim
3 Form; or

4 (b) are expressly authorized to act on behalf of the owner thereof.

5 **C. CLAIM FORM**

6 1. Use Part III of this form entitled “Schedule of Transactions in McKesson Common
7 Stock” to supply all required details of your transaction(s) in McKesson common stock. If you need
8 more space or additional schedules, attach separate sheets giving all of the required information in
9 substantially the same form. Sign and print or type your name on each additional sheet.

10 2. On the schedules, provide all of the requested information with respect to all of your
11 purchases and acquisitions and all of your sales of McKesson common stock that took place at any
12 time on or between and including October 24, 2013 and January 25, 2017, whether such transactions
13 resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your
14 claim. Also, list the number of shares of McKesson common stock held at the close of trading on
15 October 23, 2013, October 27, 2016, and January 25, 2017.

16 3. List each transaction in the Class Period separately and in chronological order, by
17 trade date, beginning with the earliest. You must accurately provide the month, day, and year of
18 each transaction you list.
19

20 4. You are required to submit genuine and sufficient documentation for all of your
21 transactions in and holdings of McKesson common stock set forth in the Claim Form.
22 Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account
23 statements, or an authorized statement from your broker containing the transactional and holding
24 information found in a broker confirmation slip or account statement. The parties and the Claims
25 Administrator do not independently have information about your investments in McKesson common
26 stock. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES
27
28

1 OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE
2 TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR
3 CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that**
4 **you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form**
5 **or any supporting documents.**

6
7 5. The above requests are designed to provide the minimum amount of information
8 necessary to process the simplest claims. The Claims Administrator may request additional
9 information as required to efficiently and reliably calculate your losses. In the event the Claims
10 Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the
11 information provided, the Claims Administrator may condition acceptance of the claim upon the
12 production of additional information and/or the claimant's responsibility for any increased costs due
13 to the nature and/or scope of the claim.

14
15 6. If the Court approves the Settlement, payments to eligible Authorized Claimants
16 pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be
17 made after any appeals are resolved, and after the completion of all claims processing. The claims
18 process will take substantial time to complete fully and fairly. Please be patient.

19 7. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant
20 shall receive his, her or its *pro rata* share of the Net Settlement Fund. If the prorated payment to any
21 claimant calculates to less than \$10.00, no payment shall be made to that claimant.

22
23 8. If you have questions concerning the Claim Form, or need additional copies of the
24 Claim Form or the Notice, you may contact the Claims Administrator, Gilardi & Co. LLC, at the
25 address on the first page of the Claim Form, by email at info@McKessonSecuritiesLitigation.com,
26 or by toll-free phone at 1-877-892-8802, or you can visit the website,
27
28

1 www.McKessonSecuritiesLitigation.com, where copies of the Claim Form and Notice are available
2 for downloading.

3 9. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large
4 numbers of transactions may request, or may be requested, to submit information regarding their
5 transactions in electronic files. To obtain the *mandatory* electronic filing requirements and file
6 layout, you may visit the Settlement website at www.McKessonSecuritiesLitigation.com or you may
7 email the Claims Administrator’s electronic filing department at
8 info@McKessonSecuritiesLitigation.com. **Any file not in accordance with the required**
9 **electronic filing format will be subject to rejection.** Only one claim should be submitted for each
10 separate legal entity (*see* ¶B.4 above) and the *complete* name of the beneficial owner(s) of the
11 securities must be entered where called for (*see* ¶B.2 above). No electronic files will be considered
12 to have been submitted unless the Claims Administrator issues an email to that effect. **Do not**
13 **assume that your file has been received until you receive this email. If you do not receive such**
14 **an email within 10 days of your submission, you should contact the electronic filing**
15 **department at info@McKessonSecuritiesLitigation.com to inquire about your file and confirm**
16 **it was received.**

17 **PART II: CLAIMANT IDENTIFICATION**

18
19
20
21 Beneficial Owner’s Name (First, Middle, Last)

22
23 Joint Beneficial Owner’s Name (if applicable) (First, Middle, Last)

24
25 Name of Representative, if applicable (executor, administrator, trustee, c/o, etc.), if different
26 from Beneficial Owner

27 Street Address
28

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City State or Province

Zip Code or Postal Code Country

Social Security Number or Taxpayer Identification Number
_____ Individual Corporation/Other

Area Code Telephone Number (work)

Area Code Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

PART III: SCHEDULE OF TRANSACTIONS IN MCKESSON COMMON STOCK

Please be sure to include proper documentation with your Claim Form as described in detail in ¶C.4 of the Instructions. Do not include information regarding securities other than McKesson common stock.

A. Number of shares of McKesson common stock held at the close of trading on October 23, 2013. (Must be documented.) If none, write "zero":

B. Purchases or acquisitions of McKesson common stock (October 24, 2013-January 25, 2017, inclusive) (Must be documented.):

Date of Purchase/ Acquisition (Trade Date) Mo. / Day / Year	Number of Shares Purchased or Acquired	Purchase / Acquisition Price Per Share	Total Purchase or Acquisition Price (excluding any taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

IMPORTANT: If any purchase listed covered a "short sale," please mark Yes: Yes

C. Sales of McKesson common stock (October 24, 2013-January 25, 2017, inclusive) (Must be documented.):

Trade Date Mo. / Day / Year	Number of Shares Sold	Sale Price Per Share	Total Sales Price (not deducting any taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

D. Number of shares of McKesson common stock held at the close of trading on October 27, 2016. (Must be documented.) If none, write “zero”:

E. Number of shares of McKesson common stock held at the close of trading on January 25, 2017. (Must be documented.) If none, write “zero”:

_____.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

PART IV – SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Claim Form under the terms of the Stipulation of Settlement dated November 30, 2022 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California with respect to my (our) claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to Lead Counsel and/or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of McKesson common stock during the Class Period and know of no other Person having done so on my (our) behalf.

1 **PART V – RELEASE**

2 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
3 finally and forever settle, release, relinquish and discharge all of the Released Claims (including
4 Unknown Claims) against each and all of the Released Defendant Parties, all as defined herein and
5 in the Notice and Stipulation.

6 2. This release shall be of no force or effect unless and until the Court approves the
7 Stipulation and it becomes effective on the Effective Date.

8 3. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
9 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this
10 release or any other part or portion thereof and have not submitted any other claim covering the same
11 purchases of McKesson common stock and know of no other person having done so on my (our)
12 behalf.

13 4. I (We) hereby warrant and represent that I (we) have included all requested
14 information about all of my (our) purchases or acquisitions of McKesson common stock during the
15 Class Period, as well as the number of shares held at the close of trading on October 23, 2013,
16 October 27, 2016, and January 25, 2017.

17 5. The number(s) shown on this form is (are) the correct SSN/TIN(s).

18 6. I (We) waive the right to trial by jury, to the extent it exists, and agree to the
19 determination by the Court of the validity or amount of this claim, and waive any right of appeal or
20 review with respect to such determination.

21 7. I (We) certify that I am (we are) NOT subject to backup withholding under the
22 provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

23 (NOTE: If you have been notified by the Internal Revenue Service that you are subject to
24 backup withholding, you must cross out Item 7 above.)

1 I (We) declare under penalty of perjury under the laws of the United States of America that
2 the foregoing information supplied by the undersigned is true and correct.

3 Executed this ____ day of _____, 20__ ,
4 (Month/Year)

5
6 in _____, _____.
(City) (State/Country)

7
8 _____
(Sign your name here)

9
10 _____
(Type or print your name here)

11
12 _____
(Capacity of person(s) signing, e.g.,
13 Beneficial Purchaser or Acquirer,
Executor or Administrator)

14 For Joint Beneficial Purchaser, if any:

15
16 _____
(Sign your name here)

17
18 _____
(Type or print your name here)

19 ACCURATE CLAIMS PROCESSING TAKES A
20 SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.

21 Reminder Checklist:

- 22 1. Please sign the above release and acknowledgment.
- 23 2. Remember to attach copies of supporting documentation, if available.
- 24 3. Do not send original stock certificates. Attach only *copies* of acceptable supporting
25 documentation as these documents will not be returned to you.
- 26 4. Keep a copy of your Claim Form and all supporting documentation for your records.
- 27 5. If you move, please send us your new address.

28

1 6. If you have any questions or concerns regarding your claim, contact the Claims
2 Administrator at *McKesson Securities Litigation*, c/o Gilardi & Co. LLC, P.O. Box 301134, Los
3 Angeles, CA 90030-1134, by email at info@McKessonSecuritiesLitigation.com, or by toll-free
4 phone at 1-877-892-8802, or you may visit www.McKessonSecuritiesLitigation.com. DO NOT call
5 McKesson, the other Defendants, or their counsel with questions regarding your claim.

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EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
 & DOWD LLP
 2 SPENCER A. BURKHOLZ (147029)
 ELLEN GUSIKOFF STEWART (144892)
 3 LUKE O. BROOKS (212802)
 CHRISTOPHER D. STEWART (270448)
 4 JEFFREY J. STEIN (265268)
 ANDREW W. HUTTON (172033)
 5 ERIKA OLIVER (306614)
 NATALIE F. LAKOSIL (322836)
 6 655 West Broadway, Suite 1900
 San Diego, CA 92101
 7 Telephone: 619/231-1058
 619/231-7423 (fax)
 8 spenceb@rgrdlaw.com
 elleng@rgrdlaw.com
 9 lukeb@rgrdlaw.com
 cstewart@rgrdlaw.com
 10 jstein@rgrdlaw.com
 dhutton@rgrdlaw.com
 11 eoliver@rgrdlaw.com
 nlakosil@rgrdlaw.com

12 Lead Counsel for Lead Plaintiff

13
 14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA

16	EVANSTON POLICE PENSION FUND,	)	Case No. 3:18-cv-06525-CRB
17	Individually and on Behalf of All Others)	
18	Similarly Situated,	)	<u>CLASS ACTION</u>
)	
	Plaintiff,	)	SUMMARY NOTICE
19)	
	vs.	)	EXHIBIT A-3
20)	
	MCKESSON CORPORATION, et al.,)	
21)	
	Defendants.)	
22)	

1 ***IF YOU PURCHASED OR ACQUIRED MCKESSON CORPORATION (“MCKESSON”)***
2 ***COMMON STOCK FROM OCTOBER 24, 2013 THROUGH OCTOBER 27, 2016,***
3 ***INCLUSIVE (THE “CLASS PERIOD”), YOU COULD RECEIVE A PAYMENT FROM A***
4 ***CLASS ACTION SETTLEMENT. CERTAIN PERSONS ARE EXCLUDED FROM THE***
5 ***DEFINITION OF THE CLASS AS SET FORTH IN THE STIPULATION OF***
6 ***SETTLEMENT.***

7 PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED
8 BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

9 YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil
10 Procedure and Order of the United States District Court for the Northern District of California, that
11 the above-captioned litigation (the “Action”) has been certified as a class action for the purposes of
12 settlement only and that a Settlement has been proposed for \$141,000,000 in cash. A hearing will be
13 held on _____, 2023, at __: __.m., before the Honorable Charles R. Breyer, at the United
14 States District Court, Northern District of California, Phillip Burton Federal Building & United
15 States Courthouse, Courtroom 6 – 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102,
16 for the purpose of determining whether: (1) the proposed Settlement should be approved by the
17 Court as fair, reasonable and adequate; (2) the proposed Plan of Allocation for distribution of the
18 Settlement proceeds is fair, reasonable and adequate and therefore should be approved; and (3) the
19 application of Lead Counsel for the payment of attorneys’ fees and expenses from the Settlement
20 Fund, including interest earned thereon, should be granted.

21 **IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS**
22 **MAY BE AFFECTED BY THE SETTLEMENT OF THE LITIGATION, AND YOU MAY**
23 **BE ENTITLED TO SHARE IN THE SETTLEMENT FUND.** You may obtain a copy of the
24 Stipulation of Settlement, the Notice of Pendency and Proposed Settlement of Class Action (the
25 “Notice”), and the Proof of Claim Form at www.McKessonSecuritiesLitigation.com or by contacting
26 the Claims Administrator: *McKesson Securities Litigation*, c/o Gilardi & Co. LLC, P.O. Box
27 301134, Los Angeles, CA 90030-1134; 1-877-892-8802.

28 If you are a Class Member, to be eligible to share in the distribution of the Net Settlement
Fund, you must submit a Proof of Claim by mail postmarked no later than _____, 2023, or
submit it online by that date. If you are a Class Member and do not submit a valid Proof of Claim,

1 you will not be eligible to share in the distribution of the Net Settlement Fund, but you will still be
2 bound by any judgment entered by the Court in this Action (including the releases provided for
3 therein).

4 To exclude yourself from the Class, you must mail a written request for exclusion so that it is
5 received by _____, 2023, in accordance with the instructions set forth in the Notice. If you
6 are a Class Member and do not exclude yourself from the Class, you will be bound by any judgment
7 entered by the Court in this Action (including the releases provided for therein) whether or not you
8 submit a Proof of Claim. If you submit a written request for exclusion, you will have no right to
9 recover money pursuant to the Settlement.

10 Any objection to the proposed Settlement, the Plan of Allocation, or the fee and expense
11 application must be filed with the Court no later than _____, 2023.

12 **PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, DEFENDANTS, OR**
13 **DEFENDANTS’ COUNSEL REGARDING THIS NOTICE.** If you have any questions about the
14 Settlement, or your eligibility to participate in the Settlement, you may contact Lead Counsel at the
15 following address or by calling 1-800-449-4900:
16

17 ROBBINS GELLER RUDMAN
18 & DOWD LLP
19 ELLEN GUSIKOFF STEWART
20 655 West Broadway, Suite 1900
San Diego, CA 92101
settlementinfo@rgrdlaw.com

21 DATED: _____

22 BY ORDER OF THE COURT
23 UNITED STATES DISTRICT COURT
24 NORTHERN DISTRICT OF CALIFORNIA
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26
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EXHIBIT A-4

LEGAL NOTICE

Evanston Police Pension Fund v. McKesson Corporation, et al.

Case No. 3:18-cv-06525-CRB (N.D. Cal.)

c/o Gilardi & Co. LLC

P.O. Box 301134

Los Angeles, CA 90030-1134

www.McKessonSecuritiesLitigation.com

Court-Ordered Legal Notice

(Forwarding Service Requested)

Important Information about a Securities Class Action Settlement

You may be entitled to a payment. This Notice may affect your legal rights.

Please read it carefully.

Evanston Police Pension Fund v. McKesson Corporation, et al.

Case No. 3:18-cv-06525-CRB (N.D. Cal.)

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT
VISIT WWW.MCKESSONSECURITIESLITIGATION.COM OR CALL 1-877-892-8802 FOR MORE INFORMATION

If you purchased or otherwise acquired McKesson Corporation (“McKesson” or the “Company”) common stock from October 24, 2013 through October 27, 2016, inclusive, you could be entitled to a payment from a proposed settlement (“Settlement”) reached in this action (“Action”). Your rights may be affected by this Action and the Settlement. A hearing will be heard on _____, 2023 at _____ before the Hon. Charles R. Breyer at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102 to determine whether the proposed settlement of the Action against Defendants McKesson, John H. Hammegren, and James Beer for \$141 million and the Plan of Allocation should be approved as fair, reasonable and adequate and whether the Action should be dismissed with prejudice against the Defendants, as set forth in the Stipulation of Settlement (“Stipulation”) filed with the Court; and whether Lead Counsel’s application for an award of 25%, plus interest, and expenses not to exceed \$1,500,000, plus interest, should be granted.

The proposed Settlement would resolve a class action lawsuit alleging that, in violation of the U.S. federal laws, Defendants made material misrepresentations and omissions, with scienter, concealing that the increases in generic drug pricing that contributed to McKesson’s financial success resulted in part from an alleged massive price-fixing scheme among the Company’s generic drug manufacturing suppliers. Defendants deny the allegations. For a full description of the Settlement and your rights and to make a claim, you may obtain the Stipulation, long-form Notice of Pendency and Proposed Settlement of Class Action, and the Proof of Claim Form (“Proof of Claim”) by visiting the website: www.McKessonSecuritiesLitigation.com (the “Website”) or you may request copies from the Claims Administrator by (1) mail: *McKesson Securities Litigation*, c/o Gilardi & Co. LLC, P.O. Box 301134, Los Angeles, CA 90034-1134; or (2) call toll-free: 1-877-892-8802.

To qualify for payment, you must submit a valid Proof of Claim, with supporting documentation, postmarked no later than _____, 2023. You will be bound by any Judgment entered in the Action, regardless of whether you submit a Proof of Claim, unless you exclude yourself from the Class, received no later than _____, 2023. If you exclude yourself, you cannot get money from this Settlement. If you stay in the Class, you may object to the Settlement, Plan of Allocation, or request for award of attorneys’ fees and expenses no later than _____, 2023. The long-form Notice and the Website explain how to exclude yourself or to object.

Lead Plaintiff and the Class are represented by Lead Counsel: Ellen Gusikoff Stewart, Robbins Geller Rudman & Dowd LLP, 655 W. Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, settlementinfo@rgrdlaw.com. You may, but do not have to, attend the Court hearing to be heard. The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means.

EXHIBIT B

1 ROBBINS GELLER RUDMAN
 & DOWD LLP
 2 SPENCER A. BURKHOLZ (147029)
 ELLEN GUSIKOFF STEWART (144892)
 3 LUKE O. BROOKS (212802)
 CHRISTOPHER D. STEWART (270448)
 4 JEFFREY J. STEIN (265268)
 ANDREW W. HUTTON (172033)
 5 ERIKA OLIVER (306614)
 NATALIE F. LAKOSIL (322836)
 6 655 West Broadway, Suite 1900
 San Diego, CA 92101
 7 Telephone: 619/231-1058
 619/231-7423 (fax)
 8 spenceb@rgrdlaw.com
 elleng@rgrdlaw.com
 9 lukeb@rgrdlaw.com
 cstewart@rgrdlaw.com
 10 jstein@rgrdlaw.com
 dhutton@rgrdlaw.com
 11 eoliver@rgrdlaw.com
 nlakosil@rgrdlaw.com

12 Lead Counsel for Lead Plaintiff

13
 14 UNITED STATES DISTRICT COURT
 15 NORTHERN DISTRICT OF CALIFORNIA

16 EVANSTON POLICE PENSION FUND,
 17 Individually and on Behalf of All Others
 Similarly Situated,

18 Plaintiff,

19 vs.

20 MCKESSON CORPORATION, et al.,
 21

22 Defendants.

) Case No. 3:18-cv-06525-CRB

) CLASS ACTION

) [PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE

) EXHIBIT B

1 This matter came before the Court for hearing pursuant to the Order of this Court, dated
2 _____, on the application of the Settling Parties for approval of the Settlement set forth in
3 the Stipulation of Settlement dated November 30, 2022 (the “Stipulation”). Due and adequate notice
4 having been given to the Class as required in the Order, the Court having considered all papers filed
5 and proceedings held herein and otherwise being fully informed in the premises and good cause
6 appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

7 1. This Judgment incorporates by reference the definitions in the Stipulation, and all
8 terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise
9 stated herein.

10 2. This Court has jurisdiction over the subject matter of the Action and over all parties to
11 the Action, including all members of the Class.

12 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby affirms
13 its determinations in the Preliminary Approval Order, which certified, for purposes of effectuating
14 the Settlement, a Class defined as all Persons that purchased or acquired McKesson common stock
15 between October 24, 2013 and October 27, 2016, inclusive. Excluded from the Class are Defendants
16 and their families, the officers and directors of McKesson during the Class Period, members of their
17 immediate families, and their legal representatives, heirs, successors or assigns, and any entity in
18 which Defendants have or had a controlling interest. Also excluded from the Class is any Person
19 who timely and validly sought exclusion from the Class, as identified in Exhibit A hereto.

20 4. With respect to the Class, this Court finds for the purposes of effectuating the
21 Settlement that: (a) the members of the Class are so numerous that joinder of all Class Members in
22 the Action is impracticable; (b) there are questions of law and fact common to the Class; (c) the
23 claims of the Lead Plaintiff are typical of the claims of the Class; (d) Lead Plaintiff and its counsel
24 have fairly and adequately represented and protected the interests of the Class Members; (e) the
25 questions of law and fact common to the Class predominate over any questions affecting only
26 individual members of the Class; and (f) a class action is superior to other available methods for the
27 fair and efficient adjudication of the controversy, considering: (i) the interests of the members of the
28 Class in individually controlling the prosecution of the separate actions; (ii) the extent and nature of

1 any litigation concerning the controversy already commenced by members of the Class; (iii) the
2 desirability or undesirability of concentrating the litigation of these claims in this particular forum;
3 and (iv) the difficulties likely to be encountered in the management of the Action.

4 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies
5 Pension Trust Fund for Operating Engineers as the representative of the Class. Lead Counsel is also
6 certified as counsel to the class representative and the Class in the Action.

7 6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby
8 approves the Settlement set forth in the Stipulation and finds that:

9 (a) in light of the benefits to the Class and the complexity and expense of further
10 litigation, the Stipulation and the Settlement contained therein are, in all respects, fair, reasonable
11 and adequate;

12 (b) there was no collusion in connection with the Stipulation;

13 (c) Lead Plaintiff and Lead Counsel have adequately represented the Class;

14 (d) the Stipulation was the product of informed, arm's-length negotiations among
15 competent, able counsel;

16 (e) the relief provided for the Class is adequate, having taken into account (i) the
17 costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of
18 distributing relief to the Class, including the method of processing Class Member's claims; (iii) the
19 terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement
20 required to be identified under Federal Rule of Civil Procedure 23(e)(3);

21 (f) the proposed Plan of Allocation treats Class Members equitably relative to
22 each other; and

23 (g) the record is sufficiently developed and complete to have enabled Lead
24 Plaintiff and Defendants to have adequately evaluated and considered their positions.

25 7. Accordingly, the Court authorizes and directs implementation and performance of all
26 the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to
27 any individual claim of those Persons who have validly and timely requested exclusion from the
28 Class (identified in Exhibit A hereto), the Action and all claims contained therein are dismissed with

1 prejudice as to the Lead Plaintiff, and the other Class Members and as against each and all of the
2 Released Defendant Parties. The Settling Parties are to bear their own costs except as otherwise
3 provided in the Stipulation.

4 8. No Person shall have any claim against the Lead Plaintiff, Lead Counsel, or the
5 Claims Administrator, or any other Person designated by Lead Counsel based on determinations or
6 distributions made substantially in accordance with the Stipulation and the Settlement contained
7 therein, the Plan of Allocation, or further order(s) of the Court.

8 9. Upon the Effective Date, Lead Plaintiff, and each of the Class Members, shall be
9 deemed to have, and by operation of this Judgment shall have, fully, finally and forever waived,
10 released, discharged, and dismissed each and every one of the Released Claims against each and
11 every one of the Released Defendant Parties with prejudice on the merits, whether or not the Lead
12 Plaintiff, or such Class Member executes and delivers the Proof of Claim and whether or not the
13 Lead Plaintiff, or each of the Class Members ever seeks or obtains any distribution from the
14 Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

15 10. Upon the Effective Date, the Defendants and each and every Released Defendant
16 Party shall be deemed to have, and by operation of this Judgment shall have, fully, finally and
17 forever waived, released, discharged, and dismissed the Released Plaintiff Parties from all Released
18 Defendants' Claims (including, without limitation, Unknown Claims). Claims to enforce the terms
19 of the Stipulation are not released. For the avoidance of doubt, the releases, relinquishments and
20 discharges provided by the Released Defendant Parties in the Stipulation do not include the release,
21 relinquishment or discharge of any claim or cause of action that any of the Released Defendant
22 Parties may have against an insurer for, arising out of or related to insurance coverage for, arising
23 out of or related to the Action or any related matter or proceeding, including any derivative action
24 based on similar allegations.

25 11. Upon the Effective Date, the Lead Plaintiff, all Class Members and anyone claiming
26 through or on behalf of any of them are forever barred and enjoined from commencing, instituting,
27 asserting or continuing to prosecute any action or proceeding in any court of law or equity,
28

1 arbitration tribunal, administration forum or other forum of any kind any of the Released Claims
2 (including, without limitation, Unknown Claims) against any of the Released Defendant Parties.

3 12. The distribution of the Postcard Notice, posting of the Notice and Proof of Claim
4 Form, and publication of the Summary Notice as provided for in the Preliminary Approval Order
5 constituted the best notice practicable under the circumstances, including individual notice to Class
6 Members who could be identified through reasonable effort. The notice provided was the best notice
7 practicable under the circumstances of those proceedings and of the matters set forth therein,
8 including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notice,
9 and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, due process
10 and any other applicable law, including the Private Securities Litigation Reform Act of 1995. No
11 Class Member is relieved from the terms of the Settlement, including the releases provided for
12 therein, based upon the contention or proof that such Class Member failed to receive actual or
13 adequate notice. A full opportunity has been offered to the Class Members to object to the proposed
14 Settlement and to participate in the hearing thereon. The Court further finds that the notice
15 provisions of the Class Action Fairness Act, 28 U.S.C. Section 1715, were fully discharged and that
16 the statutory waiting period has elapsed. Thus, it is hereby determined that all members of the Class
17 are bound by this Judgment, except those persons listed on Exhibit A to this Judgment.

18 13. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding
19 any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall
20 be considered separate from this Judgment. Any order or proceeding relating to the Plan of
21 Allocation or any order entered regarding any attorneys' fee and expense application, or any appeal
22 from any order relating thereto or reversal or modification thereof, shall not affect or delay the
23 finality of the Final Judgment in this Action.

24 14. Neither the Stipulation nor the Settlement contained therein, nor any act performed or
25 document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be
26 deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim
27 or of any wrongdoing or liability of the Released Defendant Parties; or (b) is or may be deemed to be
28 or may be used as an admission of, or evidence of, any fault or omission of any of the Released

1 Defendant Parties; or (c) is or may be deemed to be or may be used as an admission or evidence that
2 any claims asserted by Lead Plaintiff were not valid or that the amount recoverable was not greater
3 than the Settlement Amount in any civil, criminal or administrative proceeding in any court,
4 administrative agency or other tribunal. The Released Defendant Parties may file the Stipulation
5 and/or this Judgment in any other action that may be brought against them in order to support a
6 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
7 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or
8 similar defense or counterclaim.

9 15. Without affecting the finality of this Judgment in any way, this Court hereby retains
10 continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution of
11 the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c)
12 hearing and determining applications for attorneys' fees and expenses in the Action; and (d) all
13 parties hereto for the purpose of construing, enforcing, and administering the Settlement.

14 16. The Court finds that during the course of the Action, the Settling Parties and their
15 respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure
16 11.

17 17. In the event that the Settlement does not become effective in accordance with the
18 terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement
19 Fund, or any portion thereof, is returned to the Defendants or their insurers, then this Judgment shall
20 be rendered null and void to the extent provided by and in accordance with the Stipulation and shall
21 be vacated; and in such event, all orders entered and releases delivered in connection herewith shall
22 be null and void to the extent provided by and in accordance with the Stipulation.

23 18. The Settling Parties shall bear their own costs and expenses except as otherwise
24 provided in the Stipulation or in this Judgment.

25 19. Without further order of the Court, the Settling Parties may agree to reasonable
26 extensions of time to carry out any of the provisions of the Stipulation.

27 20. The Court directs immediate entry of this Judgment by the Clerk of the Court.

28

1 21. The Court’s orders entered during this Action relating to the confidentiality of
2 information shall survive this Settlement.

3 IT IS SO ORDERED.

4 DATED: _____

THE HONORABLE CHARLES R. BREYER
SENIOR UNITED STATES DISTRICT JUDGE

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