

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

EVANSTON POLICE PENSION FUND, Individually )  
and on Behalf of All Others Similarly Situated, )  
Plaintiff, ) Case No. 3:18-cv-06525-CRB  
vs. ) CLASS ACTION  
MCKESSON CORPORATION, et al., )  
Defendants. )

---

**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](mailto:info@McKessonSecuritiesLitigation.com)  
Website: [www.McKessonSecuritiesLitigation.com](http://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 May 10, 2023 or submit it online at the above website on or before May 10, 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 8 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 MAY 10, 2023, ADDRESSED AS FOLLOWS:**

*McKesson Securities Litigation*  
c/o Gilardi & Co. LLC  
P.O. Box 301134  
Los Angeles, CA 90030-1134  
[www.McKessonSecuritiesLitigation.com](http://www.McKessonSecuritiesLitigation.com)

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

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

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

## **B. CLAIMANT IDENTIFICATION**

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

2. Use Part II of this form entitled "Claimant Identification" to identify the beneficial owner(s) of McKesson common stock. The complete name(s) of the beneficial owner(s) must be entered. If you held the eligible McKesson common stock in your own name, you are the beneficial owner as well as the record owner. If, however, your shares of eligible McKesson common stock were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party is the record owner. **THIS CLAIM MUST BE FILED AND SIGNED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE MCKESSON COMMON STOCK UPON WHICH THIS CLAIM IS BASED.**

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

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

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

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

6. By submitting a signed Claim Form, you will be swearing that you:
  - (a) own or owned the McKesson common stock you have listed in the Claim Form; or
  - (b) are expressly authorized to act on behalf of the owner thereof.

**C. CLAIM FORM**

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

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

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

4. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of McKesson common stock set forth in the Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The parties and the Claims Administrator do not independently have information about your investments in McKesson common stock. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

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

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

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

8. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, Gilardi & Co. LLC, at the address on the first page of the Claim Form, by email at [info@McKessonSecuritiesLitigation.com](mailto:info@McKessonSecuritiesLitigation.com), or by toll-free phone at 1-877-892-8802, or you can visit the website, [www.McKessonSecuritiesLitigation.com](http://www.McKessonSecuritiesLitigation.com), where copies of the Claim Form and Notice are available for downloading.

9. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the **mandatory** electronic filing requirements and file layout, you may email the Claims Administrator's electronic filing department at [edata@gilardi.com](mailto:edata@gilardi.com). **Any file not in accordance with the required electronic filing format will be subject to rejection.** Only one claim should be submitted for each separate legal entity (see ¶B.4 above) and the **complete** name of the beneficial owner(s) of the securities must be entered where called for (see ¶B.2 above). Distribution payments must be made by check or electronic payment payable to the Authorized Claimant (beneficial account owner). The Third-Party Filer shall not be the payee of any distribution payment check or electronic distribution payment. No electronic files will be considered to have been submitted unless the Claims Administrator issues an email to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at [edata@gilardi](mailto:edata@gilardi.com) to inquire about your file and confirm it was received.**

Must Be Postmarked (if Mailed)  
or Received (if Submitted Online)  
No Later Than May 10, 2023

**MKE**

Please Type or Print in the Boxes Below  
Do NOT use Red Ink, Pencil, or Staples

Official  
Office  
Use  
Only

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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

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

**PROOF OF CLAIM**

**PART II. CLAIMANT IDENTIFICATION**

Last Name M.I. First Name

Last Name (Co-Beneficial Owner) M.I. First Name (Co-Beneficial Owner)

IRA  Joint Tenancy  Employee  Individual  Other

Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA (specify)

Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)

Account#/Fund# (Not Necessary for Individual Filers)

Last Four Digits of Social Security Number or Taxpayer Identification Number

Telephone Number (Primary Daytime) Telephone Number (Alternate)

Email Address

**MAILING INFORMATION**

Address

Address (cont.)

City State ZIP Code

Foreign Province Foreign Postal Code Foreign Country Name/Abbreviation

FOR CLAIMS PROCESSING ONLY OB CB ATP BE FL OP KE DR ME RE ICI EM ND SH MM / DD / YYYY FOR CLAIMS PROCESSING ONLY



**PART III. SCHEDULE OF TRANSACTIONS IN 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":  Proof Enclosed?  Y  N

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

PURCHASES										Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase Enclosed?				
Trade Date(s) (List Chronologically)				Number of Shares Purchased or Acquired											
M	M	D	D	Y	Y	Y	Y								
1.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N
2.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N
3.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N
4.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N
5.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N

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

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount and the company acquired:

M M D D Y Y Y Y Merger Shares: Company:

/  /

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

SALES										Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sales Enclosed?				
Trade Date(s) (List Chronologically)				Number of Shares Sold											
M	M	D	D	Y	Y	Y	Y								
1.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N
2.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N
3.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N
4.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N
5.			/		/					\$					<input type="radio"/> Y
															<input type="radio"/> N

D. Number of shares of McKesson common stock held at the close of October 27, 2016. (Must be documented.) If none, write "zero":  Proof Enclosed?  Y  N

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":  Proof Enclosed?  Y  N

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 8. 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.

#### **PART V – RELEASE**

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

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

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

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

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

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

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

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



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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
(Month/Year) (City/State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g.,  
Beneficial Purchaser or Acquirer, Executor or Administrator)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g.,  
Beneficial Purchaser or Acquirer, Executor or Administrator)

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

Reminder Checklist:

- 1. Please sign the above release and acknowledgment.
- 2. Remember to attach copies of supporting documentation, if available.
- 3. Do not send original stock certificates. Attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.
- 4. Keep a copy of your Claim Form and all supporting documentation for your records.
- 5. If you move, please send us your new address.
- 6. If you have any questions or concerns regarding your claim, contact the Claims Administrator at *McKesson Securities Litigation*, c/o Gilardi & Co. LLC, P.O. Box 301134, Los Angeles, CA 90030-1134, by email at [info@McKessonSecuritiesLitigation.com](mailto:info@McKessonSecuritiesLitigation.com), or by toll-free phone at 1-877-892-8802, or you may visit [www.McKessonSecuritiesLitigation.com](http://www.McKessonSecuritiesLitigation.com). DO NOT call McKesson, the other Defendants, or their counsel with questions regarding your claim.

**THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT [WWW.MCKESSONSECURITIESLITIGATION.COM](http://WWW.MCKESSONSECURITIESLITIGATION.COM)  
OR, IF MAILED, POSTMARKED NO LATER THAN MAY 10, 2023 ADDRESSED AS FOLLOWS:**

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





UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

EVANSTON POLICE PENSION FUND, Individually )  
and on Behalf of All Others Similarly Situated, )  
Plaintiff, ) Case No. 3:18-cv-06525-CRB  
vs. ) CLASS ACTION  
MCKESSON CORPORATION, et al., )  
Defendants. )

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

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

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights may be affected by the above-captioned class action lawsuit pending in this Court (the “Action”) if you 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”).

**NOTICE OF SETTLEMENT:** Please also be advised that the Lead Plaintiff Pension Trust 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”).

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

1. **Description of the Action and the Class:** This Notice relates to a proposed Settlement of a class action lawsuit pending against the following defendants: McKesson, John H. 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 “Class”): all Persons that purchased or acquired McKesson common stock during the Class Period. 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, 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. 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.

2. **Statement of Class’s Recovery:** Subject to Court approval, and as described more fully in ¶¶49-54 below, Lead Plaintiff, on behalf of the Class, has agreed to settle all Released Claims (as defined in ¶50 below) against Defendants and other Released Defendant Parties (as 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 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 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 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.

3. **Statement of Average Distribution Per Share:** The Settlement Fund consists of the \$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. 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 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 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.

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

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

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b>	
<b>DO NOTHING</b>	Get no payment. Remain a Class Member. Give up your rights.
<b>REMAIN A MEMBER OF THE CLASS AND SUBMIT A CLAIM FORM POSTMARKED OR SUBMITTED ONLINE NO LATER THAN MAY 10, 2023</b>	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 or submitted online no later than May 10, 2023.
<b>EXCLUDE YOURSELF FROM THE CLASS (OPT OUT) BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN MAY 12, 2023</b>	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.
<b>OBJECT TO THE SETTLEMENT SO THAT IT IS FILED OR POSTMARKED NO LATER THAN MAY 12, 2023</b>	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.
<b>GO TO THE HEARING ON JUNE 2, 2023, AT 10:00 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS FILED OR POSTMARKED NO LATER THAN MAY 12, 2023</b>	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

Why Did I Get This Notice? .....	Page 3
What Is This Case About? What Has Happened So Far? .....	Page 3
How Do I Know If I Am Affected By The Settlement? .....	Page 4
What Are Lead Plaintiff's Reasons For The Settlement? .....	Page 4
What Might Happen If There Were No Settlement? .....	Page 5
How Much Will My Payment Be?.....	Page 5
What Rights Am I Giving Up By Agreeing To The Settlement? .....	Page 9
What Payment Are The Attorneys For The Class Seeking? How Will The Lawyers Be Paid?.....	Page 10
How Do I Participate In The Settlement? What Do I Need To Do?.....	Page 10
What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself? .....	Page 10
When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don't Like The Settlement?.....	Page 11
What If I Bought Shares On Someone Else's Behalf? .....	Page 12
Can I See The Court File? Whom Should I Contact If I Have Questions? .....	Page 12

## 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 June 2, 2023, at 10:00 a.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.

8. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. (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.

9. The Court in charge of this case is the United States District Court for the Northern District of California, and the case is known as *Evanston Police Pension Fund v. McKesson Corporation, et al.*, Case No. 3:18-cv-06525-CRB. The judge presiding over this case is the Honorable Charles R. Breyer, Senior United States District Judge. The institution which is suing is 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. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Settlement if you wish to do so. It also informs you of the terms of the 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”).

11. The Settlement Hearing will be held on June 2, 2023, at 10:00 a.m., before the Honorable Charles R. Breyer, at the United States District Court, Northern District of California, Courtroom 6 – 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102, for the following purposes:

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

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

## WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

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

14. Lead Plaintiff alleges that during the Class Period, Defendants knew or recklessly disregarded that generic drug price inflation was not the result of legitimate supply disruptions, that the Company’s generic manufacturing suppliers were allegedly part of an overarching generic pharmaceutical price-fixing conspiracy that was the focus of various governmental investigations, and that the Company’s financial results were positively impacted by, and heavily reliant upon, profits derived from the inflated generic drug prices, which caused the price of McKesson common stock to trade at artificially inflated prices. On July 29, 2015, McKesson announced that weaker-than-expected generic price inflation had

caused a significant year-over-year drop in its operating margin growth, causing McKesson's stock price to decline 4.2%. On January 22, 2016, McKesson announced weaker-than-expected generic drug pricing trends, causing the Company's stock price to decline over 10%. Then on October 27, 2016, McKesson announced that its second quarter results were impacted by a "softer pricing environment" and its gross profit margins decreased compared to the same period a year ago. The next day, McKesson's stock price fell over 22% from the prior day's close.

15. On April 9, 2019, Lead Plaintiff filed its Consolidated Class Action Complaint for 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 as to loss causation for the November 3, 2016 disclosure.

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

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

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

20. If you are a member of the Class, you are subject to the Settlement unless you timely request to be excluded. The Class consists of all Persons that purchased or acquired McKesson common stock between October 24, 2013 and October 27, 2016, inclusive. 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, 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. 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. (See "What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?" below.)

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU WISH TO BE POTENTIALLY ELIGIBLE TO RECEIVE A DISTRIBUTION OF THE SETTLEMENT PROCEEDS, YOU MUST COMPLETE, SIGN, AND SUBMIT THE ENCLOSED CLAIM FORM POSTMARKED NO LATER THAN MAY 10, 2023. YOU MAY ALSO SUBMIT A CLAIM FORM ONLINE AT [WWW.MCKESSONSECURITIESLITIGATION.COM](http://WWW.MCKESSONSECURITIESLITIGATION.COM) BY MAY 10, 2023.

#### **WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?**

21. Lead Plaintiff and Lead Counsel believe that the claims asserted against Defendants have merit. Lead Plaintiff and Lead Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the difficulties in establishing liability and damages. Lead Plaintiff and Lead Counsel have considered the amount of the Settlement, as well as the uncertain outcome and risk in complex lawsuits like this one. Such risks include, in particular, the risk that the pending motion to dismiss would be granted and the risk, among others, that Lead Plaintiff would be unsuccessful in proving that Defendants' alleged misstatements were materially false and misleading, made with scienter (that is, the requisite state of mind), or caused compensable damages to the Class.

22. In light of the amount of the Settlement and the immediacy of recovery to the Class, Lead Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel believe that 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.

23. Defendants have denied and continue to deny each and all of the claims alleged by Lead Plaintiff in the Action. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have denied 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?**

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

#### **HOW MUCH WILL MY PAYMENT BE?**

25. Defendants have agreed to cause to be paid One Hundred Forty-One Million Dollars (\$141,000,000.00) in cash into escrow for the benefit of the Class. At this time, it is not possible to make any determination as to how much individual Class Members may receive from the Settlement. Lead Plaintiff has proposed a plan for allocating the Net Settlement Fund to those 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](http://www.McKessonSecuritiesLitigation.com).

26. Payment pursuant to the Plan of Allocation shall be conclusive against all Authorized Claimants. No person or entity shall have any claim based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of 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 who fail to timely submit an acceptable Claim Form by the deadline set by the Court, or such other deadline as may be ordered by the Court, or otherwise allowed, shall be forever barred from 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.

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

28. The Plan of Allocation set forth below is the proposed plan submitted by Lead 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.

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

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

#### **PLAN OF ALLOCATION**

31. The objective of the Plan of Allocation is to equitably distribute the settlement proceeds to those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. In developing the Plan of Allocation, Lead Plaintiff's damages expert calculated the potential amount of estimated alleged artificial inflation in McKesson common stock which allegedly was proximately caused by Defendants' alleged false and misleading 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.

32. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The 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.

33. The Plan of Allocation was developed in consultation with Lead Plaintiff's damages expert. In developing the Plan of Allocation, Lead Plaintiff's damages expert calculated the estimated amount of alleged artificial inflation in the per share prices of McKesson common stock that was allegedly proximately caused by Defendants' alleged materially false and 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 factors that were attributable to market or industry forces, and for non-fraud related Company-specific information. With respect to the July 30, 2015 and October 28, 2016 stock price declines, 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.

34. In order to have recoverable damages, a disclosure of the alleged truth omitted or concealed by the misrepresentations must be the cause of the decline in the price of McKesson 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.

35. In order to have a "Recognized Loss Amount" under the Plan of Allocation, shares 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.<sup>1</sup>

### **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

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

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

- (a) Sold prior to July 30, 2015, the Recognized Loss Amount will be \$0.00;
- (b) Sold from July 30, 2015 through October 27, 2016, the Recognized Loss Amount will be **the lesser of**: (i) the decline in inflation during the holding period (as presented in Table 1 below), or (ii) the purchase price minus the sale price;
- (c) Sold from October 28, 2016 through and including the close of trading on January 25, 2017, the Recognized Loss Amount will be **the least of**: (i) the decline in inflation during the holding period (as presented in Table 1 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
- (d) Held as of the close of trading on January 25, 2017, the Recognized Loss Amount will be **the lesser of**: (i) the decline in inflation during the holding period (as presented in Table 1 below), or (ii) the purchase price minus \$142.39, the average closing price for McKesson common stock between October 28, 2016 and January 25, 2017 (the last entry in Table 2 below).<sup>2</sup>

### **ADDITIONAL PROVISIONS**

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

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

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

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

<sup>2</sup> 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.

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

42. Purchases or acquisitions and sales of McKesson common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of McKesson common stock during the Class Period shall not be deemed a purchase, acquisition or sale of McKesson common stock for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of any McKesson common stock unless (i) the donor or decedent purchased or otherwise acquired such McKesson common stock during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares; and (iii) it is 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 Loss Amount on “short sales” is zero. In the event that a claimant has an opening short position in McKesson common stock, the earliest Class Period purchases or acquisitions of McKesson common stock shall be matched against such opening short position, and not be entitled to a recovery, until that short position is fully covered.

44. Option contracts are not securities eligible to participate in the Settlement. With respect to McKesson common stock purchased or sold through the exercise of an option, the 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.

45. If a claimant had a market gain with respect to his, her, or its overall transactions in McKesson common stock during the Class Period, the value of the claimant’s Recognized Claim will be zero. If a claimant suffered an overall market loss with respect to his, her, or its overall transactions in McKesson common stock during the Class Period but that market loss was less than the claimant’s total Recognized Claim calculated above, then the claimant’s Recognized Claim will be limited to the amount of the actual market loss. For purposes of determining 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 Amount<sup>3</sup> and (ii) the sum of the Total Sales Proceeds<sup>4</sup> and Holding Value.<sup>5</sup> 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.

46. After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund within a reasonable time after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their 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 Settlement Fund is not cost-effective, the remaining balance shall be contributed to the Investor Protection Trust.

47. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against the Lead Plaintiff, Lead Counsel, Lead Plaintiff’s damages expert, or the Claims Administrator or other agent designated by Lead Counsel, or the Defendants’ releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. The 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.

<sup>3</sup> 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.

<sup>4</sup> The Claims Administrator will match any sales of McKesson common stock from the start of the Class Period through and including the close of trading on October 27, 2016 first against the claimant’s opening position (the proceeds of those sales will not be considered for purposes of 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.”

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

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

**TABLE 1**

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

Purchase Date	Sale Date			
	10/24/2013 - 7/29/2015	7/30/2015 - 1/10/2016	1/11/2016 - 10/27/2016	Sold on or Retained Beyond 10/28/2016
10/24/2013 - 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 unmature, 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 other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it, might have affected his, her or its decision to enter into this Settlement, execute the Stipulation, and agree to all the various releases set forth herein, or might have affected his, her or its decision not to object to this Settlement or not exclude himself, herself or itself from the Class. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims and Released Defendants’ Claims, the Released Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Class Members (as regards the Released Claims) and the Defendants (as regards the Released Defendants’ Claims) shall expressly waive and relinquish, and each Class Member shall be deemed to have and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code §1542, or any law of any state or territory of the United States, or principle of common law or of international or 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?**

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

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

56. If you fall within the definition of the Class as described above, and you are not excluded by the definition of the Class and you do not elect to exclude yourself from the Class, then you are a Class Member, and you will be bound by the proposed Settlement if the Court approves it, and by any judgment or determination of the Court affecting the Class. If you are a Class Member, you must submit a Claim Form and supporting documentation to establish your 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](http://www.McKessonSecuritiesLitigation.com). You may also request a Claim Form by calling toll-free 1-877-892-8802. Those who exclude themselves from the Class, and those who do not submit timely and valid Claim Forms with adequate supporting documentation, will not be entitled to share in the proceeds of the Settlement unless otherwise ordered by the Court. Please retain all original records of your ownership of, or transactions in the shares, as they may be needed to document your claim.

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

58. If you do not wish to remain a Class Member, you may exclude yourself from the Class by following the instructions in the section entitled, "What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?" below. If you exclude yourself from the Class, you will not be eligible to receive any benefit from the Settlement and you should not submit a Claim Form but you will retain the right to be a part of any other lawsuit against any of the Released Defendant Parties (as defined in ¶152 above) with respect to any of the Released Claims (as defined in ¶150 above).

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

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

60. Each Class Member will be bound by all determinations and judgments in this lawsuit concerning the Settlement, whether favorable or unfavorable, unless such person or entity mails, by first-class mail (or its equivalent outside the U.S.), or otherwise delivers a written 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 **May 12, 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 between October 24, 2013 and 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 seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose.

61. If you do not want to be part of the Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Claim against any of the Released Defendant Parties. Excluding yourself 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.

62. If you ask to be excluded, do not submit a Claim Form because you cannot receive 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.

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

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

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

65. The Settlement Hearing will be held on June 2, 2023, at 10:00 a.m., before the Honorable Charles R. Breyer, at the United States District Court, Northern District of California, Phillip Burton Federal Building & United States Courthouse, Courtroom 6 – 17th 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.

66. Any Class Member who does not request exclusion such that it is received no later than May 12, 2023, may object to the Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and litigation expenses.<sup>11</sup> You can ask the Court to deny 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 payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

67. Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Evanston Police Pension Fund v. McKesson 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 May 12, 2023.

68. The notice of objection must include documentation establishing the objecting Person's membership in the Class, including the number of shares of McKesson common stock that the objecting Person (1) owned as of the opening of trading on October 24, 2013, and (2) purchased, acquired and/or sold during the Class Period, as well as the dates and prices for each such purchase, acquisition and sale, and contain a statement of reasons for the objection, copies of any papers, briefs, or other documents upon which the objection is based, a statement of whether the objector intends to appear at the Settlement Hearing, and the objector's signature, even if represented by counsel. The objection must state whether it applies only to the objector, to a specific subset of the Class, or to the entire Class. In addition, the objector must identify all class 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.

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

---

<sup>11</sup> Lead Plaintiff's initial motion papers in support of these matters will be filed with the Court on or before April 28, 2023.

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

71. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you decide to hire an attorney, which will be at your own expense, however, he or she must file a notice of appearance with the Court so that the notice is received on or before May 12, 2023.

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](http://www.McKessonSecuritiesLitigation.com). If you plan to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

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

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

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

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

74. This Notice contains only a summary of the terms of the proposed Settlement. More detailed information about the matters involved in the Action is available at [www.McKessonSecuritiesLitigation.com](http://www.McKessonSecuritiesLitigation.com), including, among other documents, copies of the Stipulation and Proof of Claim Form. This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the settlement agreement available at [www.McKessonSecuritiesLitigation.com](http://www.McKessonSecuritiesLitigation.com), or by contacting Lead Counsel below. You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court 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 should be directed to:

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

-or-

Ellen Gusikoff Stewart, Esq.  
ROBBINS GELLER RUDMAN &  
DOWD LLP  
655 W. Broadway, Suite 1900  
San Diego, CA 92101  
1-800-449-4900  
[settlementinfo@rgrdlaw.com](mailto:settlementinfo@rgrdlaw.com)

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

Dated: January 20, 2023

By Order of the Court  
United States District Court  
Northern District of California