

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE SYNCOR ERISA LITIGATION)
_____) No. 03 CV 2446 (RGK) (RC)
THIS DOCUMENT RELATES TO:)
ALL ACTIONS) [Assigned to Hon. R. Gary Klausner]
_____))
_____)

NOTICE OF CLASS ACTION SETTLEMENT
Your legal rights might be affected
if you are a member of the following Class:

ALL PARTICIPANTS IN THE SYNCOR INTERNATIONAL CORPORATION EMPLOYEES' SAVINGS AND STOCK OWNERSHIP PLAN (THE "PLAN") AND THEIR BENEFICIARIES, EXCLUDING THE DEFENDANTS AND THEIR IMMEDIATE FAMILY MEMBERS, FOR WHOSE ACCOUNTS THE FIDUCIARIES OF THE PLAN MADE OR MAINTAINED INVESTMENTS IN SYNCOR STOCK FOR THE PLAN BETWEEN JULY 26, 2000 AND JANUARY 1, 2003 (THE "SETTLEMENT CLASS").

A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION.
YOU HAVE NOT BEEN SUED.
PLEASE READ THIS NOTICE CAREFULLY.

U.S. District Court Judge R. Gary Klausner of the United States District Court for the Central District of California (the "Court") has preliminarily approved a proposed settlement of a class action ("Action") brought under the Employee Retirement Income Security Act ("ERISA") (the "Settlement"). The Settlement will provide for payments to the Syncor International Corporation Employees' Savings and Stock Ownership Plan (the "Plan") and for allocation of those payments to the accounts of members of the Settlement Class who had portions of their Plan accounts invested in the Syncor Stock Deferrals Account, the Syncor Match/Bonus Account, the Syncor Booster Account, and/or the Syncor Pre-ESSOP Shares Account. The Settlement is summarized below.

The Court has scheduled a hearing on final approval of the Settlement, award of attorneys' fees and expenses, and Named Plaintiffs' motion for case contribution awards. The hearing before Judge Klausner has been scheduled for October 6, 2008, at 9:00 a.m. in Courtroom 850 of the United States District Court for the Central District of California, 312 N. Spring Street, Los Angeles, California 90012.

Any objections to the Settlement or the motion(s) for attorneys' fees, expenses, and compensation to the Named Plaintiffs must be filed with the Court, served in writing on Class Counsel for the Settlement Class identified on page 9 of this Notice, and served in writing on Defendants' attorneys, who are identified on page 9 of this Notice. The procedure for objecting is described below.

This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a Class Action Settlement Agreement (the "Settlement Agreement"). Capitalized and italicized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this Action and the Settlement, are available from Class Counsel via an Internet site dedicated to the Settlement at www.SyncorERISAsettlement.com.

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF

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QUESTIONS?
CALL (866) 547-9894 TOLL FREE,
OR VISIT www.SyncorERISAsettlement.com

YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:	
<p>YOU CAN DO NOTHING.</p> <p>NO ACTION IS NECESSARY TO RECEIVE PAYMENT.</p>	<p>If the <i>Settlement</i> is approved by the <i>Court</i> and you are a member of the <i>Settlement Class</i>, you will not need to do anything to receive a payment. The portion of the net <i>Settlement Fund</i> to be allocated to your <i>Plan</i> account, if any, will be calculated as part of the implementation of the <i>Settlement</i>.</p> <p>If you are currently participating in the <i>Plan</i> and are a member of the <i>Settlement Class</i>, your share of the <i>Settlement Fund</i> will be deposited into your <i>Plan</i> account. If you no longer are a <i>Plan</i> participant and are a member of the <i>Settlement Class</i>, any share of the net <i>Settlement Fund</i> to which you are entitled will be deposited in a <i>Plan</i> account that will be established for you and you will be notified of such account.</p> <p>You will give up any rights you may have to sue any of the <i>Released Parties</i> for any <i>Released Claims</i> you may have against them.</p>
<p>FILE AN OBJECTION. (POSTMARKED ON OR BEFORE SEPTEMBER 26, 2008)</p>	<p>If you wish to object to any part of the <i>Settlement</i>, you may (as described below) write to the <i>Court</i> and counsel about why you object to the <i>Settlement</i>. You may also (as discussed below) object to the application for an award of attorneys' fees and reimbursement of expenses to <i>Class Counsel</i>, or to the application for a case contribution award to the <i>Named Plaintiffs</i>, by writing to the <i>Court</i> and counsel about why you object.</p>
<p>FILE A NOTICE TO ATTEND THE FAIRNESS HEARING. (POSTMARKED ON OR BEFORE SEPTEMBER 26, 2008)</p>	<p>If you submit a written objection to the <i>Court</i> and counsel before the <i>Court</i>-approved deadline, you may (but do not have to) attend the <i>Court</i> hearing about the <i>Settlement</i> and present your objection to the <i>Court</i>. You may attend the Hearing even if you do not file a written objection, but you will only be allowed to speak at the Hearing if written comments are filed on your behalf in advance of the Hearing.</p>

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The *Court* in charge of this case has not yet decided whether to approve the *Settlement*. Payments will be made only if the *Court* approves the *Settlement* and that approval is upheld in the event of any appeals. This process can take up to a year; please be patient.

Further information regarding the litigation and this *Notice* may be obtained by contacting *Class Counsel*:

Lynn Lincoln Sarko
T. David Copley
Laura Gerber
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101
(888) 225-4879

Joseph H. Meltzer
Edward W. Ciolko
Mark K. Gyandoh
SCHIFFRIN BARROWAY TOPAZ & KESSLER, LLP
280 King of Prussia Road
Radnor, PA 19087
(888) 299-7706

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QUESTIONS?
CALL (866) 547-9894 TOLL FREE,
OR VISIT www.SyncorERISAsettlement.com

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QUESTIONS?
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This litigation (the “*Action*”) is a case in which *Plaintiffs* allege that the *Defendants* breached fiduciary duties owed to the participants in and beneficiaries of the *Plan* under the Employee Retirement Income Security Act of 1974 (“ERISA”). Copies of the *Action*’s Consolidated Complaint and other documents filed in the *Action* are available at www.SyncorERISAsettlement.com.

SUMMARY OF SETTLEMENT

1. A *Settlement Fund* consisting of Four Million Dollars (\$4,000,000.00) will be established by *Defendants* for distribution to qualified *Settlement Class* Members in the *Action*.

2. The net amount in the *Settlement Fund*, including interest, and after payment of any taxes, expenses, and compensation to the *Named Plaintiffs*, will be paid to the *Plan* and be allocated to *Settlement Class* members according to a *Plan of Allocation* to be approved by the *Court*.

Statement of Potential Outcome of the Action

As with any litigated case, the *Parties* would face an uncertain outcome if the *Action* were to continue. Continued litigation of the *Action* against *Defendants* could result in a judgment or verdict greater or lesser than the recovery under the *Settlement Agreement*, or in no recovery at all or a judgment or verdict in favor of the *Defendants*.

Throughout this *Action*, the *Named Plaintiffs* and the *Defendants* have disagreed on both liability and damages, and they do not agree on an amount that would be recoverable even if the *Plaintiffs* were to prevail at trial. Nevertheless, the *Parties* have taken into account the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, and have concluded that it is desirable that the *Action* be fully and finally settled on the terms and conditions set forth in the *Settlement Agreement*.

Statement of Attorneys’ Fees and Costs Sought in the Action

Defendants agreed to reimburse *Class Counsel* up to \$4 million, with the actual amount to be determined by the *Court*. The *Court* denied preliminary approval of this aspect of the settlement, but invited *Class Counsel* to file a petition for fees and costs after the *Final Approval Hearing* in an amount not to exceed 1/3 of the *Settlement Fund*. Any attorneys’ fees and expenses awarded by the *Court* will be paid by the *Company* and will not be paid from the proceeds of the *Settlement Fund*.

What Will the Named Plaintiffs Get?

The three *Named Plaintiffs* in the *Action* will share in the allocation of the money paid to the *Plan* on the same basis and to the same extent as all other members of the *Settlement Class*, except that, in addition, the *Named Plaintiffs* may apply to the *Court* for a case contribution award of up to \$2,500 each, in recognition of their efforts and assistance in prosecuting this litigation. Any compensation awarded to *Named Plaintiffs* by the *Court* will be paid from the proceeds of the *Settlement Fund* and is subject to the *Court*’s discretion.

Further Information

Class Counsel have established a toll-free phone number to receive your comments and questions: (866) 547-9894. You can also email them at syncor@kellerrohrback.com

Further information regarding the *Action* and this *Notice* may be obtained at an Internet site dedicated to the *Settlement* at www.SyncorERISAsettlement.com or by contacting *Class Counsel*:

Lynn Lincoln Sarko
T. David Copley
Laura Gerber
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
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(888) 299-7706

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**QUESTIONS?
CALL (866) 547-9894 TOLL FREE,
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1. Why did I get this Notice package?

You or someone in your family are or may have been a participant in or beneficiary of the *Plan* and/or its predecessor.

The *Court* caused this Notice to be sent to you because, if you fall within that group, you have a right to know about the *Settlement* and all of the options available to you regarding the *Settlement*, before the *Court* decides whether to approve the *Settlement*. If the *Court* approves the *Settlement*, and after any objections and appeals are resolved, the net amount of the *Settlement Fund* will be paid to the *Plan* and then allocated among *Settlement Class* members according to a *Court*-approved *Plan of Allocation*. This Notice package describes the litigation, the *Settlement*, your legal rights, what benefits are available, who is eligible for them, and how to obtain them.

The *Court* in charge of this case is the United States District Court for the Central District of California. The people who sued are called "*Named Plaintiffs*," and the people they sued are called "*Defendants*." The *Named Plaintiffs* in the *Action* are Carol Pilkington, Shirley Nobrega, and Pamela Thomson. The *Defendants* are: (1) Syncor International Corporation (the "*Company*"); (2) Monty Fu; and (3) Robert G. Funari. The legal action that is the subject of this Notice and the *Settlement* is known as *In re Syncor ERISA Litigation*, Case No. 1:03-CV-2446 (C.D. Cal.) (the "*Action*").

2. What is the Action about?

The *Action* claims that the *Defendants* were fiduciaries of the *Plan* and violated ERISA-mandated fiduciary duties of loyalty, care and prudence that they owed to participants in the *Plan* regarding the *Plan's* investment in Syncor International Corporation stock. In the *Complaint*, the *Named Plaintiffs* asserted causes of action for the losses they allege were suffered by the *Plan* as the result of the alleged breaches of fiduciary duty by the *Defendants*.

Participants in the *Plan* were able to allocate their account balances among various investment funds, including the Syncor Stock Deferrals Account, which held Syncor International Corporation common stock. In addition, the *Plan* provided for additional contributions of Syncor International Corporation stock in participants' Syncor Match/Bonus Accounts, Syncor Booster Accounts, and/or Syncor Pre-ESSOP Shares Accounts.

Generally, the *Action* alleges that *Defendants* breached their fiduciary duties under ERISA by causing the *Plan* to purchase and hold shares of Syncor stock at a time when, according to the *Named Plaintiffs*, Syncor stock was an unsuitable and imprudent investment for the *Plan*. Syncor and the other Director/Officer Defendants breached their fiduciary duty by failing to prudently and loyally manage *Plan* assets specifically because upper management at Syncor knew that the Company was engaged in an illegal foreign bribery scheme at its foreign subsidiaries, but took no action to protect the *Plan's* assets in light of this knowledge. Further, the *Action* also alleges that Syncor and two of its individual officers and employees failed to monitor the *Plan's* Administrative Committee and failed to provide them with accurate information about the risk of holding Syncor stock.

The Defenses in the Action

The *Defendants* deny the allegations made by the *Named Plaintiffs* and deny liability to the *Plan* or its participants or beneficiaries. If the litigation were to continue, the *Defendants* would raise numerous defenses to liability, including but not limited to the following:

Defendants complied with ERISA at all times and, thus, are not liable for any harm claimed by or allegedly suffered by the *Named Plaintiffs*;

The *Plan's* investment in Syncor International Corporation stock was prudent at all times;

Any claimed breach of fiduciary duty did not cause the losses alleged by the *Named Plaintiffs*.

The Action Has Been Aggressively Litigated

Class Counsel have conducted an extensive investigation of the allegations in the *Action*. In addition, through that investigation and through discovery of information from *Defendants* and Syncor's corporate successor, Cardinal Health, Inc. in the *Action*, *Class Counsel* have obtained and reviewed over 160,000 pages of hard-copy documents and more than 240,000 pages of electronic documents. This information included Plan-governing documents and materials, communications with *Plan* participants, internal Syncor Documents regarding the *Plan*, filings with governmental regulatory bodies such as the Securities and Exchange Commission and the Department of Labor, press releases, public statements, news articles, and other documents which *Defendants* produced to the federal government in connection with the government's investigation of Syncor's foreign bribery scheme. *Class Counsel* prepared for, conducted, attended, and/or summarized over twenty depositions, and attended many *Court* hearings. *Class Counsel* have drafted and served on *Defendants* numerous discovery requests, and they have prepared and served responses to written discovery requests made by *Defendants*.

Further, *Named Plaintiffs'* counsel opposed *Defendants'* motion to dismiss the *Action*. The *Court* granted in part and denied in part *Defendants'* motion, and thereafter the *Parties* engaged in extensive discovery. *Named Plaintiffs* filed a motion for class certification, which the *Court* granted on March 28, 2005 over *Defendants'* opposition. *Defendants* subsequently filed a motion for summary judgment, which *Named Plaintiffs* vigorously opposed. The *Parties* negotiated the instant *Settlement Agreement* while *Defendants'* motion for summary judgment was pending; however, on January 11, 2006 the *Court* granted *Defendants'* summary judgment motion and dismissed the *Action*. *Named Plaintiffs Counsel* pursued a successful appeal to the Ninth Circuit Court of Appeals. After full briefing and oral argument, the Ninth Circuit reversed the *Court's* summary judgment order and remanded the *Action* for consideration of the *Parties'* *Settlement Agreement*. Absent *Court* approval of the proposed *Settlement Agreement*, the *Parties* would continue the litigation through trial and likely additional appeals, regardless of which side prevails.

Settlement Discussions

This *Settlement* is the product of extensive negotiations between *Named Plaintiffs'* counsel and *Defendants'* counsel, aided by the nationally-recognized mediator, Professor Eric D. Green.

3. Why is this case a class action?

In a class action, one or more plaintiffs, called "class representatives" or "named plaintiffs" sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the "Class" and are referred to individually as "Class Members." One court resolves the issues for all Class Members together. Because the conduct alleged by *Named Plaintiffs* in this *Action* affected a large group of people in a similar way, the *Named Plaintiffs* filed this case seeking status as a class action. On March 28, 2005, a class was certified and is referred to in this notice as the *Settlement Class*.

4. Why is there a Settlement?

The *Court* has not reached any final decisions in connection with *Named Plaintiffs'* claims against the *Defendants*. Instead, the *Named Plaintiffs* and the *Defendants* have agreed to a settlement. In reaching the *Settlement*, they have avoided the associated cost, time and risk of a trial.

As with any litigated case, the *Named Plaintiffs* would face an uncertain outcome if this case went to trial. Throughout the settlement negotiations, counsel for the *Named Plaintiffs* and the *Defendants* were guided by their experience in similar ERISA matters and the knowledge of the special problems ERISA pension litigation presents – especially involving ERISA fiduciary liability. Thus, on the one hand, continuation of the case against the *Defendants* could result in a verdict greater than this *Settlement*. On the other hand, continuing the case against them could result in a verdict for less money than *Named Plaintiffs* have obtained in this *Settlement*, or even no recovery at all. Based on

these factors, the *Named Plaintiffs* and their attorneys believe that the *Settlement* is in the best interests of all *Settlement Class* members.

5. How do I know whether I am part of the Settlement Class?

The proceeds of this *Settlement* will be allocated only to members of the *Settlement Class*, and then only according to a *Court*-approved *Plan of Allocation*.

You are a member of the *Settlement Class* if you fall within the definition of the *Settlement Class* approved by the *Court*.

All participants in the Syncor International Corporation Employees' Savings and Stock Ownership Plan (the "*Plan*") and their beneficiaries, excluding the *Defendants* and their immediate family members, for whose individual accounts the fiduciaries of the *Plan* made or maintained investments in Syncor stock for the *Plan* between July 26, 2000 and January 1, 2003.

If you are a member of the *Settlement Class*, the amount of money you will receive, if any, will be determined under a *Court*-approved *Plan of Allocation*, described below in Section 8.

6. What does the Settlement provide?

Defendants have agreed to deposit into a fund (the "*Settlement Fund*") Four Million Dollars (\$4,000,000.00) in United States currency. The net amount in the *Settlement Fund*, including interest, and after payment of and establishment of reserves for any taxes and *Court*-approved costs and expenses, including any *Court*-approved compensation to be paid to the *Named Plaintiffs*, will be paid to the *Plan* and, after payment of implementation expenses, the remaining amount will be allocated to the *Plan* accounts of members of the *Settlement Class* according to a *Plan of Allocation* to be approved by the *Court*. **If you are a *Settlement Class* member entitled to receive a share of the settlement proceeds but no longer a *Plan* participant, an account will be established for you in the *Plan*, and you will be notified of the account and how to withdraw the proceeds. If you are a former *Plan* participant and have not provided the *Plan* with your current address, please contact *Class Counsel* at (866) 547-9894 or contact (in writing) *Class Counsel* listed on page 4 above.**

All *Settlement Class* members and anyone claiming on their behalf are deemed to fully release the "*Released Parties*" from "*Released Claims*." The *Released Parties* include the *Defendants* and their officers, directors, employees, attorneys, and agents. The *Released Claims* generally include all claims which were or could have been asserted in the *Action* by the *Parties* and *Plan* subject to certain limitations contained in the *Settlement Agreement*. *Settlement Class* members will not have the right to sue the *Released Parties* for anything related to the investment of *Plan* assets in Syncor International Corporation stock or to other alleged fiduciary misconduct during the *Class Period* concerning the *Plan*.

The above description of the operation of the *Settlement* is only a summary. The governing provisions are set forth in the *Settlement Agreement* (including its exhibits), which may be obtained at www.SyncorERISAsettlement.com or by contacting *Class Counsel* listed on page 4 above.

7. How much will a Settlement Class Member recover?

Your share of the *Settlement Fund* will depend on how much Syncor International Corporation Stock you held in your *Plan* accounts during the *Class Period*. The formula will also take into account how much Syncor International Corporation Stock was added to or subtracted from your *Plan* accounts during the *Class Period*. Your share of the *Net Settlement Proceeds*, however, will be less than your actual losses. **You are not responsible for calculating the amount you may be entitled to receive under the *Settlement* – this calculation will be done as part of the**

implementation of the Settlement. Your settlement amount (subject to the *de minimis* provision) will be calculated in accordance with a Court-approved *Plan of Allocation*.

In general, your proportionate share of the *Net Settlement Proceeds* will be calculated as follows: Each member of the *Settlement Class* will be assigned an “Alleged Net Loss Percentage,” showing the percentage of his or her alleged net loss in relation to all other *Settlement Class* members’ alleged net losses. Each member of the *Settlement Class*’s share of the *Net Settlement Proceeds* will be equal to the *Net Settlement Proceeds*, less the *Plan* expenses associated with implementing the *Plan of Allocation*, multiplied by his or her Alleged Net Loss Percentage.

Do not worry if you do not have records that show your Plan activity. If you are entitled to a share of the net *Settlement Fund*, you will receive a statement showing the amount of your share. If you have questions regarding the *Settlement* or the *Plan of Allocation*, please contact *Class Counsel* listed on page 4 above.

8. How can I get a payment?

You do not need to file a claim. If you are a *Settlement Class* member entitled to a share of the proceeds from the *Settlement Fund*, your share will be deposited in your *Plan* account. If you are a *Settlement Class* member entitled to receive a share of the settlement proceeds but no longer a *Plan* participant, an account will be established for you in the *Plan*, and you will be notified of the account and how to withdraw the proceeds. If you are a former *Plan* participant and have not provided the *Plan* with your current address, please contact *Class Counsel* at (866) 547-9894, or contact (in writing) any of the *Class Counsel* listed on page 4 above.

9. When would I get my payment?

Payment is conditioned on several matters including, but not limited to, the *Court*’s approval of the *Settlement* and such approval becoming final and no longer subject to any appeals to any court. Upon satisfaction of various conditions, the *Settlement Fund* proceeds will be paid to the *Plan* and allocated to the accounts of *Settlement Class* members pursuant to the *Plan of Allocation* (described in the Answer to Question No. 7, above) as soon as possible after final approval has been obtained for the *Settlement* (which, as noted, includes exhaustion of any appeals). Any appeal of the final approval may take several months or even years. Any accrued interest on the *Settlement Fund* will be included in the amount paid to the *Plan* and allocated to the *Plan* accounts of *Settlement Class* members.

There Will Be No Payments If The Settlement Agreement Is Terminated.

The *Settlement Agreement* may be terminated by the *Court* on several grounds, including in the following circumstances: (1) where the *Court* does not approve or materially modifies the *Settlement* or (2) either as modified by the *Court* or as a result of reversal or modification on appeal, the *Court*’s *Final Order* in the case does not satisfy certain terms of the *Settlement*. Should the *Settlement Agreement* be terminated, the *Settlement* will be void and the *Action* will proceed as if the *Settlement Agreement* had not been entered into.

10. Can I get out of the Settlement?

You do not have the right to exclude yourself from the Settlement. The *Action* was certified under Federal Rule of Civil Procedure 23(b)(1)(B) as a non “opt-out” class action – brought in a representative capacity by the *Named Plaintiffs* on behalf of the *Plan* itself. Thus, it is not possible for any participants or beneficiaries to exclude themselves from the benefits of the *Settlement*. As a *Settlement Class* member, you will be bound by any judgments or orders that are entered in the *Action* for all claims that were or could have been asserted in the *Action* or are otherwise included in the release under the *Settlement*.

Although you cannot opt out of the *Settlement*, you can object to the *Settlement* and ask the *Court* not to approve it. See Answer to Question No. 13, below.

11. Do I have a lawyer in the case?

The *Court* has appointed the law firms of Schiffrin Barroway Topaz & Kessler, LLP and Keller Rohrbach L.L.P. as *Class Counsel* for *Named Plaintiffs* in the *Action*. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will petition the *Court* for an award of attorneys' fees and reimbursement of expenses incurred in connection with the prosecution of the *Action*. Cardinal Health Incorporated (successor-in-interest to Syncor International Corporation) has agreed to pay *Class Counsels'* *Court*-approved attorneys' fees and expenses, so long as those fees and expenses do not exceed a pre-determined amount. The attorneys' fees and reimbursement of expenses will be paid by the *Company* and will not be paid from the proceeds of the *Settlement Fund*.

13. How do I tell the Court if I don't like the Settlement?

If you are a *Settlement Class* member, you can object to the *Settlement* if you do not like any part of it. You can give reasons why you think the *Court* should not approve it. To object, you must send a letter or other written statement saying that you object to the *Settlement* in *In re Syncor ERISA Litigation*, Case No. 1:03-CV-2446 (C.D. Cal.). Be sure to include your name, address, telephone number, signature, and a full explanation of all reasons you object to the *Settlement*. You can retain counsel to represent you in connection with an objection. **Your written objection must be served on the following counsel and must be postmarked by no later than September 26, 2008:**

CLASS COUNSEL

Joseph H. Meltzer
Edward W. Ciolko
Mark K. Gyandoh
SCHIFFRIN BARROWAY TOPAZ & KESSLER, LLP
280 King of Prussia Road
Radnor, PA 19087

Lynn Lincoln Sarko
T. David Copley
Laura Gerber
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101

DEFENDANTS' COUNSEL

Daniel S. Floyd
GIBSON, DUNN & CRUTCHER, LLP
333 South Grand Avenue
Los Angeles, CA 90071

Allan L. Schare
MCDERMOTT WILL & EMERY LLP
2049 Century Park East, Suite 3800
Los Angeles, CA 90067

You must also file your objection with the Clerk of the United States District Court for the Central District of California. The address is: Clerk, U.S. District Court for the Central District of California, United States District Court for the Central District of California, 312 N. Spring Street, Los Angeles, California 90012. **Your objection must be postmarked no later than September 26, 2008.**

14. When and where will the Court decide whether to approve the Settlement?

The *Court* will hold a hearing to decide whether to approve the *Settlement* as fair, reasonable and adequate (the "*Fairness Hearing*"). You may attend the *Fairness Hearing*, and you may ask to speak, but you do not have to attend.

The *Court* will hold the *Fairness Hearing* at 9:00 a.m. on October 6, 2008, at the United States District Court for the Central District of California, in Courtroom 850, or in the Courtroom then occupied by United States District Judge R. Gary Klausner. At that hearing, the *Court* will consider whether the *Settlement* is fair, reasonable, and adequate. If there are objections, the *Court* will consider them. After the *Fairness Hearing*, the *Court* will decide whether to approve the *Settlement*. The *Court* will also rule on the motions for *Named Plaintiffs'* case contribution award and *Class Counsel's* motion for fees and expenses. We do not know how long these decisions will take.

15. Do I have to come to the hearing?

No. *Class Counsel* will answer questions Judge Klausner might have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to *Court* to talk about it. As long as you mailed your written objection on time, it will be before the *Court* when the *Court* considers whether to approve the *Settlement* as fair, reasonable and adequate. You also may pay a lawyer of your choice to attend the *Fairness Hearing*, but only you will be responsible for that attorney's fees and expenses. Such attendance is not necessary.

16. May I speak at the hearing?

If you are a *Settlement Class* member, you may ask the *Court* for permission to speak at the *Fairness Hearing*. Any *Settlement Class* member who files and serves a timely, written objection in accordance with paragraph 13 above may also appear at the *Fairness Hearing* either in person or through qualified counsel retained at the objector's expense. Objectors or their attorneys intending to appear at the *Fairness Hearing* must effect service of a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the objector (and, if applicable, the name, address, and telephone number of the objector's attorney) on *Class Counsel* and *Defendants'* counsel (at the addresses set out above) and file it with the Court Clerk by no later than September 26, 2008. Any objector who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the *Fairness Hearing*, except for good cause shown. Your notice of intention to appear must be served on the attorneys listed in the Answer to Question No. 13, above, postmarked no later than September 26, 2008, and must be filed with the Clerk of the Court at the address listed in the Answer to Question No. 13.

17. What happens if I do nothing at all?

If you do nothing and you are a *Settlement Class* member, you will participate in the *Settlement* of the *Action* as described above in this Notice if the *Settlement* is approved.

18. Are there more details about the Settlement?

This Notice summarizes the proposed *Settlement*. The complete *Settlement* is set forth in the *Settlement Agreement*. You may obtain a copy of the *Settlement Agreement* by making a written request to the *Class Counsel* listed herein on page 4. Copies may also be obtained at www.SyncorERISAsettlement.com. The *Settlement Agreement* also was filed with the Clerk of the Court of the United States District Court for the Central District of California and may be obtained from the Clerk's office directly.