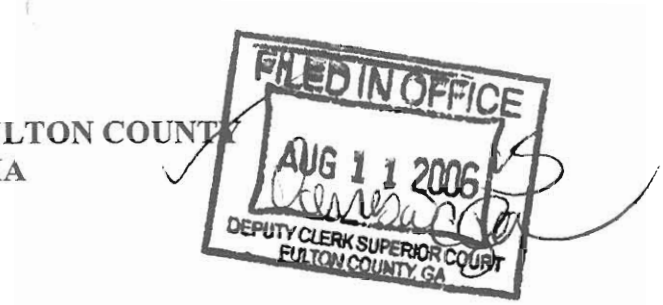

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

McKESSON INFORMATION SOLUTIONS LLC,	)	
Plaintiff,	)	
vs.	)	CIVIL ACTION FILE NO. 2006CV121110
DUANE MORRIS LLP,	)	
Defendant.	)	

VERIFIED COMPLAINT FOR EMERGENCY INJUNCTIVE RELIEF AND DISQUALIFICATION OF DUANE MORRIS LLP

Comes now, Plaintiff, McKesson Information Solutions LLC, and for its Complaint against Defendant, Duane Morris LLP, states as follows:

INTRODUCTION

1. McKesson Information Solutions LLC ("MIS") is currently the respondent in an arbitration brought by two individuals named Nan Smith and Alex Smith (the "Arbitration"). The arbitration is being administered by the American Arbitration Association ("AAA"). Duane Morris LLP has recently substituted as lead counsel for petitioners. Duane Morris, however is currently representing two other McKesson subsidiaries, McKesson Automation Inc. ("MAI") and McKesson Medication Management Inc. ("MMM") in the *In re Moshannon Valley Citizens Inc. t/a Philipsburg Area Hospital* bankruptcy pending in Bankruptcy Court for the Middle District of Pennsylvania, Harrisburg Division (the "Bankruptcy Matter"). MIS, MAI and MMM all share the same parent corporation, McKesson Corporation ("McKesson"). Additionally, MIS and MAI are both part of McKesson Provider Technologies business segment. Although MAI, MIS and MMM are separate and distinct legal entities for contract and liability purposes, they

are a single entity for purposes of conflict of interest analysis, which focuses on the duty of loyalty and access to confidential information. As explained in McKesson's Form 10-Q for the quarter ending January 30, 2006, attached as Exh. A, "The Provider Technologies segment delivers enterprise-wide patient care, clinical, financial, supply chains, managed care and strategic management software solutions, automated pharmaceutical dispensing systems for hospitals, as well as outsourcing and other services to healthcare organizations throughout North America, the United Kingdom and other European countries." *See* p. 8 of Exhibit A. The Provider Technologies business lines report to the same president, they report their revenues as a single segment (*See* p. 19-23 of Exhibit A) and they are represented by the same in-house lawyers. MIS, MAI and MMM also share the same business philosophy and principle, and in fact, participate in the same annual executive retreat, during which joint corporate direction, strategy and policy are decided. As such, pursuant to *Ramada Franchise System, Inc. v. Hotel of Gainesville Assoc.*, 988 F.Supp. 1460 (N.D. Ga. 1997), MIS, MAI and MMM are considered a single client for conflict of interest purposes.

2. Duane Morris, however, relies on an engagement letter that distinguishes between McKesson's entities and contains a waiver of future conflicts. Such language in ineffective as a matter of Georgia law for several reasons. First, the legal distinction between entities is invalid for the reasons stated in *Ramada*, including the potential that relevant confidential information could have been disclosed. Second, the future waiver of conflict of interest violates the decision in *Worldspan, L.P. v. Sabre Group Holdings, Inc.*, 5 F.Supp.2d 1356 (N.D. Ga. 1998) which holds that future waivers must specifically identify the potentially adverse client and the circumstances of representation.

3. Finally, the facts at issue in the Arbitration are of such a nature that Duane Morris's adverse representation in the arbitration is a gross violation of loyalty to McKesson and MIS. The Arbitration attacks the heart of MIS's software products, thus implicating broad corporate policies regarding product development, leadership, general corporate strategy, acquisition strategy and organizational structure (which, importantly, is at issue here). This increases the potential that Duane Morris was in a position to learn confidential information in the Bankruptcy Matter that could be used in the Arbitration, as well as defending this complaint. The petitioners in the Arbitration also allege that MIS has engaged in fraudulent conduct. Then, bordering on extortion, Duane Morris has threatened to prejudice McKesson by withdrawing as MAI's and MMM's counsel from the Bankruptcy Matter. It is hard to imagine a more blatant breach of the duty of loyalty than to accuse your current client of fraud and then withdraw from the initial representation as pure punishment.

4. This matter is an emergency because the arbitrator has expressed an interest in moving the arbitration forward with Duane Morris as counsel adverse to MIS absent a Court order to the contrary .

PARTIES, JURISDICTION AND VENUE

5. McKesson Information Solutions LLC is a Delaware LLC with its principal place of business in Fulton County, Georgia.

6. Duane Morris LLP is a Delaware limited liability partnership with offices throughout the United States, including in Fulton County, Georgia. Attorneys in the Fulton County, Georgia office of Duane Morris have appeared as counsel in the underlying Arbitration alleged herein.

7. Duane Morris is subject to the personal jurisdiction of this Court because it is licensed to conduct business in the state of Georgia and indeed conducts business in the state of Georgia.

8. This matter raises a conflict of interest in Duane Morris's representation of a party adverse to MIS in the Arbitration. The AAA has confirmed that it lacks jurisdiction to resolve the issue and directed the parties to Superior Court. *See also* Comment F to §121 of Restatement of Law Governing Lawyers, which states that for matters not before a tribunal where disqualification can be sought, an injunction against a lawyer's continued participation in the matter is a comparable remedy.

9. Venue is proper in Fulton County pursuant to O.C.G.A. § 9-10-30 because Duane Morris is a resident of Fulton County.

FACTUAL ALLEGATIONS

McKesson's Corporate Structure and Operations

10. All McKesson entities are involved in providing various products and services to the healthcare industry. McKesson Corporation is the parent corporation and operates through its various subsidiaries.

11. Each subsidiary has its own internal day-to-day governance and control, follows corporate formalities, is independently capitalized and has its own employees. Each subsidiary is able to enter into its own contracts and satisfy its own liabilities. As such, a search of secretary of state filings will thus correctly reveal that each subsidiary is separately formed and has its own officers.

12. Although the subsidiaries are separate corporations for purposes of contract and liability, whether subsidiaries are considered a single client for conflict of interest purposes

centers not on form, but on the substance of the relationship of the parties. *See Ramada,* 988 F.Supp. at 1465.

13. Unlike other large corporations with several diverse businesses, McKesson's subsidiaries serve a common purpose of servicing the healthcare industry. Indeed, most of the subsidiaries have the first name "McKesson." As reflected by its corporate SEC filings, McKesson's subsidiaries fall into one of the three business segments: Pharmaceutical Solutions, Medical-Surgical Solutions and Provider Technologies. Exh. A, at 18. The financial results of the subsidiaries are jointly reported under each respective segment. *See* Exh. A, at 19-23. These segments, and the subsidiaries in each segment, further McKesson's presence in the healthcare services marketplace and adhere to common business philosophies and principles. Indeed, the executives from the subsidiaries attend the same annual retreat, during which the common business philosophy and principles are developed and implemented.

14. MIS and MAI fall under the Provider Technologies segment, which is known by the fictitious name McKesson Provider Technologies ("MPT"). MPT is headquartered in Alpharetta, Georgia. MPT has a single president, Pam Pure, and all business under the MPT business segment report to Ms. Pure, including MIS and MAI business. Because MPT is a fictitious entity created for relationship and financial purposes, there is no secretary of state filing that will reflect that Ms. Pure is the President of MPT. The SEC filings, however, do confirm the facts alleged herein. Exh. A.

15. Additionally, the MPT lines of business also report to the same legal department in Alpharetta, and the same lawyers direct the legal judgment and policy of the outside lawyers representing the various MPT business entities.

16. MIS, which offers healthcare software technologies and services, and MAI, which offers healthcare and pharmaceutical robotics technologies, are both under the MPT business segment, and thus both ultimately report to Ms. Pure and the same legal department in Alpharetta.

17. The McKesson website also confirms the relationship between MAI and MIS. McKesson has a McKesson Provider Technologies webpage, and that webpage in turn markets both software and automated solutions. The software solutions are offered by MIS and the automated solutions are offered by MAI.

18. MMM is technically under the Pharmaceutical Solutions segment. As evidence of the complimentary nature of McKesson Corporations subsidiaries and segments, however, MMM provides mediation management products and services and MAI provides robots for distribution of medication. These products and services compliment each other and is part of the reason that MAI and MMM are jointly pursuing claims in a Bankruptcy Matter. In fact, MAI often sells/licenses its products to MMM, which in turn uses the products in order to provide services to its customers. The fact that MAI contracts with MMM both shows a common relationship for conflict of interest purposes, but adherence to corporate formalities from a contract and liability purposes.

The Arbitration Claim by Nan and Alex Smith

19. Prior to 1994, Nan and Alex Smith owned a company called Care 2000. In 1994, they sold Care 2000 to HBO & Company of Georgia, Inc. ("HBOC"), which was acquired by McKesson Corporation in 1999, and ultimately renamed McKesson Information Solutions LLC ("MIS"). The acquisition agreement included a covenant not to compete under which the Smiths were entitled to royalties should HBOC exploit their "Technology," which is a defined term

under the agreement. Nan Smith thereafter became an employee of HBOC until her termination in 1996. McKesson ultimately scrapped the Care 2000 technology.

20. In the summer of 2005, after a decade of silence, the Smiths filed a demand for arbitration with the AAA.

21. Until recently, the Smiths were represented by Richard Wolfe, a lawyer with his own firm in Miami, Michael Siavage, a lawyer with his own firm in Atlanta, and Dan Beale of McKenna Long Aldridge in Atlanta. A copy of the Arbitration demand is attached as Exh. B.

22. The Arbitration is monitored in-house at MPT by attorney Ami Patel and paralegal Kristi Sherrell. Outside counsel is Morris, Manning & Martin, LLP.

23. Due to various discovery disputes, several of which remain pending, no final arbitration hearing has been scheduled.

24. There are several critical allegations in the Arbitration that are relevant to the issues herein. Attached as Exh. C is the Smiths response to motion for summary judgment, which contains the following allegations:

a. The Smiths' "Technology became the foundation of the HBOC suite of software products." Exh. C at 15.

b. "In fact, the concepts, methodologies and components of the Technology can be found not only in McKesson's home health care products, but also in its hospital, physician and managed care suite of products." Exh. C at 16.

c. "At the hearing of this case, the Smiths will demonstrate that HBOC, and later McKesson, successfully produced products that were derived from that Technology." Exh. C at 17.

d. "Plaintiffs will show that this is the case by demonstrating HBOC's intent at the time by identifying the Technology in the various iterations of the product lines of both HBOC and McKesson." *Id.* (emphasis added)

25. In sum, the Smiths are attacking the very heart of MIS's (f/k/a HBOC) business and the corporate evolution of such business.

26. The Smiths also made the following critical allegation: "Smith became aware of fraudulent practices undertaken by HBOC to ship empty boxes to support artificial sales. When Smith expressed concern about the ethics of HBOC's practices, numerous employees took actions aimed at making Smith's employment very difficult." Exh. C at 14. Simply put, although McKesson categorically denies this allegation, the Smiths and any attorney representing them are accusing McKesson of fraudulent and unethical practices.

Duane Morris's Representation of McKesson

27. By engagement letter dated April 27, 2006,[1] Duane Morris undertook to represent MMM and MAI as local counsel in connection with the Bankruptcy Matter styled *In re Moshannon Valley Citizens Inc. t/a Philipsburg Area Hospital.* A copy of the engagement letter is attached as Ex. D.

28. Although McKesson received and had the opportunity to edit the engagement letter, it did not sign the letter.

29. Because MAI is part of the MPT business segment, it is monitored in-house at MPT by Ami Patel and Kristi Sherrell, the exact same staff monitoring the Smith arbitration.

[1] It is unclear exactly what date the engagement letter was transmitted because there was more than one version that may have been back-dated. But the subject language referenced herein remained the same in each draft.

Outside lead counsel is Morris, Manning & Martin, LLP, again the same law firm handling the Smith arbitration.

30. Demonstrating the close relationship between the McKesson subsidiaries, representation of the pharmaceutical company MMM was included in the representation of MPT through MAI.

31. The following sections of the Duane Morris engagement letter are of relevance:

> Given the scope of our business and the scope of our client representations through our various offices in the United States and abroad, it is possible that some of our present or future clients will have matters adverse to McKesson while we are representing McKesson. We understand that McKesson has no objection to our representation of parties with interests adverse to McKesson and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to McKesson.
>
> We agree, however, that McKesson's consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of McKesson, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter y such client to McKesson's material disadvantage or potential material disadvantage. By agreeing to this waiver of any claim of conflicts as to matters unrelated to the subject matter of our services to McKesson, McKesson also agrees that we are not obliged to notify McKesson when we undertake such a matter that may be adverse to McKesson. Exh. D at 3.

32. The above future waiver is ambiguous and thus invalid as a matter of Georgia law, because it is not a knowing waiver that identifies the specific adverse clients and details of adverse representation. *Worldspan, L.P. v. Sabre Group Holdings, Inc.*, 5 F.Supp.2d 1356 (N.D. Ga. 1998). Furthermore, the waiver merely contemplates that Duane Morris may represent clients that have matters adverse to McKesson. The letter does not clearly state that Duane Morris itself may be the law firm attacking the very heart of McKesson's products and business policies and accusing it of fraudulent and unethical behavior.

33. The engagement letter also contains the following language:

> This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent McKesson Medication Management LLC and McKesson Automation, and not any parent, subsidiary or affiliated entities of McKesson Management LLC and McKesson Automation . . . Exh. D at 4.

34. This language merely means that MAI and MMM are the McKesson subsidiaries that are contractually responsible for the engagement and payment of services for Duane Morris. This language does not apply to a conflict of interest analysis. Indeed, as explained above, MPT is not a legal McKesson entity. Instead, MPT is a fictitious name for a group of McKesson subsidiaries operating as a single business segment and its subsidiaries are thus considered a single unit for purposes of conflicts of interest. *Ramada,* 988 F.Supp. 1460. Thus, by representing MAI, Duane Morris is in effect representing MIS.

Duane Morris's Representation Adverse to McKesson in the Arbitration

35. On July 19, 2006, Duane Morris sent a letter to the AAA stating that it was appearing as new counsel for the Smiths in the Arbitration. Although Richard Wolfe and McKenna Long Aldridge were removed as counsel, Michael Siavage remains as co-counsel for the Smiths. A copy of the letter from Duane Morris is attached as Exh. E.

36. A hearing on discovery motions was initially scheduled on July 20, 2006, but postponed upon the agreement of the parties to July 26, 2006 since Duane Morris was new to the arbitration.

37. On July 25, 2006, McKesson made the connection between the fact that Duane Morris was representing MMM and MPT through MAI in the Bankruptcy Matter and was now adverse to MPT through MIS in the Arbitration. It is important to note that Duane Morris's conflict representation is a concurrent representation as both matters are currently in process. As a result, the discovery hearing was again postponed.

38. Thereafter the parties informally briefed their respective positions regarding whether there was a conflict of interest. McKesson initially stated its position on July 26, 2006 and asked Duane Morris whether it intended to respond. McKesson supplemented its position on July 28, 2006. McKesson's positions are attached hereto as Exh. F. In other words, McKesson did not want to unnecessarily initiate court action if Duane Morris would ultimately agree that it had a conflict of interest. Duane Morris confirmed on July 28, 2006 that it would respond to McKesson's legal position.

39. In the meantime, because he lacked jurisdiction to hear the conflict issue, the arbitrator ordered that the Arbitration would proceed until the conflict issue was resolved.

40. As a result of this time pressure, McKesson on August 4, 2006 again requested Duane Morris to confirm whether it would be responding. Duane Morris affirmed that it would attempt to respond on August 7, 2006. On August 8, 2006, Duane Morris responded that there was no conflict of interest. Duane Morris's response is attached as Exh. G.

Duane Morris's Threat to Prejudice McKesson by Breach its Duty of Loyalty

41. Incredibly, in addition to denying a conflict of interest, Duane Morris threatened in writing to prejudice McKesson by withdrawing from its representation of MMM and MAI in the prior matters if McKesson does not withdraw its conflict challenge. Such a threat is purely punitive in nature, amounts to extortion, and is a gross violation of the duty of loyalty. *See* Exh. G at 8.

Duane Morris's Representation Adverse to MAI Violates Rule 1.7 of the Georgia Rules of Professional Conduct

42. Rule 1.7 of the Georgia Rules of Professional Conduct prohibits a lawyer from representing a client adverse to another client. Pursuant to Comment 8 to Rule 1.7, a lawyer may not act as an advocate against another current client even if the matters are wholly unrelated.

43. McKesson attorneys have contacted the Georgia Bar ethics hotline and received a verbal opinion that the facts alleged herein result in a conflict of interest on the part of Duane Morris. Specifically Paula Frederick, responding to the ethical inquiry, cited to Rule 1.7 of the Georgia Rules of Professional conduct and Comment 8 thereto and stated her opinion that, absent specificity, future waivers of conflicts of interest are invalid because a waiver must be "knowing" and a party cannot know in advance exactly what conflict is being waived.

44. The future conflict waiver is invalid pursuant to *Worldspan, L.P. v. Sabre Group Holdings, Inc.*, 5 F.Supp.2d 1356 (N.D. Ga. 1998). In *Worldspan*, which had a strikingly similar future waiver, the court stated:

> [F]uture directly adverse litigation against one's present client is a matter of such an entirely different quality and exponentially magnitude, and so unusual given the position of trust existing between lawyer and client, that any document intended to grant standing consent for the lawyer to litigate against his own client must identify that possibility, if not in plain language, at least by irresistible inference including reference to specific parties, the circumstances under which such adverse representation would be undertaken, and all relevant like information. *Id.* at 1360.

The parties in *Worldspan* were no less sophisticated than McKesson and Duane Morris. In this case, Duance Morris's engagement letter does not refer to any particular parties or circumstances under which adverse representation would be undertaken. Also, as stated by *Worldspan*, conflict is a matter of magnitude. When McKesson received the engagement letter, it could not have anticipated that Duane Morris would actually consider representation attacking the heart of its products and accusing it of fraudulent conduct. Notably, *Worldspan* is a former representation case whereas Duane Morris is concurrently representing McKesson at the same time it is adverse to McKesson.[2]

---

[2] ABA Formal Opinion 95-436, which is based on Comment 22 to ABA Model Rule 1.7, addressed the possibility that a future waiver may be valid where a client is sophisticated. But Comment 22 was not adopted by Georgia, meaning that *Worldcom* remains Georgia law.

45. The fact that MAI, MMM and MIS are separate legally incorporated and registered McKesson subsidiaries is not relevant for conflict of interest purposes. In *Ramada Franchise System, Inc. v. Hotel of Gainesville Assoc.*, 988 F.Supp. 1460 (N.D. Ga. 1997), which is another former representation case, the court stated that instead of focusing on labels or form over substance, the court should look at the facts and circumstances and relationship of the parties. Factors examined in *Ramada* were whether subsidiaries were "inextricably intertwined" with its parent, whether the parent controlled the legal affairs of the subsidiary, whether the subsidiaries have similar management, share headquarters, share "corporate principles and business philosophy, have the same legal department, and whether senior officers have the same titles in the different subsidiaries." *Id.* at 1464-65. Here, MAI and MIS are part of the MPT business segment, have the same president (Pam Pure), the same legal department, jointly report their earnings in SEC filings, have the same website, and share common corporate policies and business philosophies. As such MAI and MIS are one entity for conflicts purposes. Indeed, the public knows these entities by one name: McKesson Provider Technologies.[3]

46. Although the substantial relationship test is not relevant because this case involves concurrent representation, a substantial relationship exists nonetheless. The Arbitration attacks the heart of MIS's product development and, in fact, alleges that the Smith's technology is the basis of McKesson's products in general. It is not permissible under conflicts of interest analysis to inquire into actual communications between the client and counsel; instead, the

---

Regardless, the fact of concurrent representation, the magnitude of the adverse representation, the accusations of fraud, and now the punitive threats of withdrawal to the prejudice of McKesson in the bankruptcy matter override any factor in favor of enforcing the waiver.

[3] ABA Formal Opinion 95-390 also addresses conflicts between representing separate subsidiaries, but contemplates that the subsidiaries can be considered one entity for purposes of conflicts analysis. Here, MAI and MIS are considered one client as referenced in the opinion and under the test set forth in the later decision in *Ramada*, which applies Georgia law.

analysis centers on the *possibility* of disclosure of information that may adversely affect the client in the other matter. *Dodson v. Floyd*, 529 F.Supp. 1056, 1060 (N.D. Ga. 1981) and *Ramada*, 988 F.Supp. at 1463. It is possible in its representation of MAI and MMM in the Bankruptcy Matter that Duane Morris has learned general information about McKesson's product and marketing policies that could be of a benefit to the Smiths in the Arbitration.

47. Notably, "the Court must presume that confidences potentially damaging to the client have been disclosed . . . because such a presumption is necessary to aid the frank exchange between attorney and client . . ." *Dodson*, 529. F.Supp. at 1060. Moreover, any doubts as to the existence of an asserted conflict of interest should be resolved in favor of disqualification . . . ." *Id.* at 1061. As with *Ramada* and *Worldspan*, *Dodson* was a former representation case under Rule 1.9. This case is a stronger case under Rule 1.7 because Duane Morris's representation is concurrent.

48. Importantly, "disqualification can also flow from an attorney's exposure in a prior representation to business methods and practices of his former client, which fall short of information privileged under the attorney-client privilege." *Avnet, Inc. v. OEC Corp.*, 498 F.Supp. 818, 820 (N.D. Ga. 1980). That is a significant part of the danger here, as the arbitration in which Duane Morris is appearing adverse to McKesson and MPT attacks general corporate policies and business methods. Duane Morris cannot establish that it is not *possible* that it could have learned about McKesson's and MPT's policies and business methods. As noted above, the Court may not look at whether this actually occurred, but is limited to whether it is *possible. See Dodson* 529 F.Supp. at 1060.

49. Interestingly, Duane Morris cannot rebut McKesson's position regarding the relationship between its subsidiaries, other than through strict secretary of state filings that are

rejected as determinative under *Ramada* and SEC filings which prove that MAI and MIS are part of the same business segment. Duane Morris cannot go beyond these public documents to support its position without revealing the possibility that it learned relevant confidential information through its representation as McKesson's counsel.

50. There is no prejudice to the Smiths in disqualifying Duane Morris because: (1) the conflict was raised within days of representation of the Smiths; (2) there has been very limited document discovery, the bulk of which was stayed pending resolution of the conflict issue; (3) the Smiths already delayed over a decade before bringing their claim, and have prosecuted the Arbitration without Duane Morris for over a year; (4) there is no final hearing currently scheduled; (5) Duane Morris has not participated in a single substantive communication with the arbitrator; and (6) Michael Siavage, who does not have a known conflict, has been counsel for the Smiths from the beginning of the Arbitration and remains counsel for the Smiths.

51. Finally, Duane Morris's conduct is a blatant breach of the duty of loyalty embodied in Rule 1.7. Duane Morris has become involved in an Arbitration attacking the very existence of MIS's entire line of software products, accusing it of fraud and Duane Morris has now threatened to prejudice McKesson by withdrawing from the Bankruptcy Matter if McKesson does not withdraw its conflict challenge, which also amounts to extortion. It is hard to imagine a greater breach of loyalty than a client's own law firm accusing it of fraud, attacking the basis of its very existence, and threatening to withdraw from the initial representation purely as a punitive measure.

52. Duane Morris's defense is simply to rely on the terms of its engagement letter, which is invalid or inapplicable as a matter of Georgia law under the authority cited herein. There is no standing law in Georgia that MIS is aware of that upholds the language in the engagement letter under the facts established herein. Simply put, the letter cannot override Duane Morris's ethical obligations to its clients.

53. Duane Morris has acted in bad faith in making a contract, has been stubbornly litigious, and has caused MIS unnecessary trouble and expense thus entitling MIS to its attorneys' fees and costs pursuant to O.C.G.A. § 13-6-11.

WHEREFORE, McKesson Information Solutions LLC respectfully requests the entry of an order disqualifying and/or enjoining Duane Morris from acting as counsel adverse to McKesson Information Solutions LLC, including in the Smith Arbitration, plus awarding McKesson its attorneys' fees, costs, and such further relief as the court deem proper and just.

Respectfully submitted,

MORRIS, MANNING & MARTIN, LLP

By: _____

Joseph R. Manning
Georgia Bar No. 469600
Lawrence H. Kunin
Georgia Bar No. 430333

Attorneys for Plaintiff McKesson Information Solutions LLC

1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326
Phone: (404) 233-7000
Fax: (404) 365-9532

VERIFICATION

My name is Ami Patel, Senior Counsel for McKesson Information Solutions LLC. I verify that the foregoing Verified Complaint for and on behalf of the McKesson Information Solutions LLC, and the facts and allegations therein, except for paragraph 41, are true and correct to the best of my personal knowledge, information, and belief.

Ami Patel
Date: 9 August 2006

Sworn to and subscribed before me
this 9th day of August, 2006.

Tammy L. Brackett
Notary Public
My commission expires: 11-12-2007

(NOTARIAL SEAL)

TAMMY L. BRACKETT
Notary Public, State of Georgia
Qualified in Cobb County
Commission Expires November 12, 2007

VERIFICATION

My name is Lawrence H. Kunin of Morris, Manning & Martin LLP, outside counsel for McKesson Information Solutions LLC. I verify that the facts and allegations of paragraph 41 of the Verified Complaint are true and correct to the best of my personal knowledge, information, and belief. Although the Ethics Hotline could not provide a direct verification, I received permission to cite the conversation in my own verification.

Lawrence H. Kunin
Date: 8/9/06

Sworn to and subscribed before me
this 9th day of August, 2006.

Notary Public
My commission expires: 7-5-09

(NOTARIAL SEAL)