

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	MDL Docket No. 1508
GENIA GRUER, on behalf of herself and all others similarly situated,	:	
Plaintiffs,	:	Civil Action No.
	:	97 Civ. 9167 (CLB)
-against-	:	
	:	
MERCK-MEDCO MANAGED CARE, L.L.C.,	:	
Defendant.	:	
-----	X	
WALTER GREEN, on behalf of himself and all others similarly situated,	:	
Plaintiffs,	:	Civil Action No.
	:	98 Civ. 0847 (CLB)
-against-	:	
	:	
MERCK-MEDCO MANAGED CARE, L.L.C.,	:	
Defendant.	:	
-----	X	
MILDRED BELLOW, on behalf of herself and all others similarly situated,	:	Civil Action No.
Plaintiffs,	:	98 Civ. 4763 (CLB)
-against-	:	
	:	
MERCK-MEDCO MANAGED CARE, L.L.C.,	:	
Defendant.	:	
-----	X	
MARISSA JANAZZO, as a fiduciary for the COUNTY LINE BUICK	:	
NISSAN EMPLOYEE WELFARE BENEFIT PLAN, on behalf of	:	Civil Action No.
herself as a fiduciary and all other similarly situated fiduciaries of	:	98 Civ. 4067 (CLB)
employee welfare benefit plans,	:	
Plaintiffs,	:	
-against-	:	
	:	
MERCK-MEDCO MANAGED CARE, L.L.C. and MERCK & CO., INC.,	:	
Defendants.	:	
-----	X	
ELIZABETH O'HARE, on behalf of herself and all others similarly situated,	:	Civil Action No.
Plaintiff,	:	01 Civ. 3805 (CLB)
-against-	:	
	:	
MERCK-MEDCO MANAGED CARE, L.L.C.,	:	
Defendant.	:	
-----	X	

**PRELIMINARY ORDER IN CONNECTION WITH
SECOND AMENDMENT TO SETTLEMENT AGREEMENT**

WHEREAS, on March 31, 2008, plaintiffs in the above-entitled actions (collectively, the "Action"), represented by separate counsel for insured Plans and separate counsel for self-funded Plans, agreed to a Stipulation as to Second Amendment to Settlement Agreement (the "Second Amendment") with Defendants which sets forth the amended terms and

conditions for the proposed settlement of the claims alleged in the various complaints on the merits and with prejudice; and the Court having read and considered the Second Amendment and the accompanying documents; and the parties to the Second Amendment having consented to the entry of this Order; and all capitalized terms used herein having the meanings defined in the Settlement Agreement, as amended;

NOW, THEREFORE, IT IS HEREBY ORDERED, this 1st day of April, 2008, that:

1. The Court finds, on a preliminary basis, that the proposed Settlement, as amended by the Second Amendment, appears within the range of possible fair, reasonable, and adequate settlements of the claims of the Class.

2. A hearing (the "Settlement Fairness Hearing") pursuant to F. R. Civ. P. 23(e) is hereby scheduled to be held before the Court on May 20, 2008, at 9:30 a.m. for the following purposes:

(a) to determine whether the Second Amendment is fair, reasonable, and adequate, and should be approved by the Court;

(b) to determine whether the Order and Final Judgment approving the Settlement Agreement, as amended by the Second Amendment, should be entered, dismissing the complaints filed herein, on the merits and with prejudice, and to determine whether the release by the Class of the settled claims, as set forth in the Settlement Agreement, should be provided to the released parties;

(c) to rule upon such other matters as the Court may deem appropriate.

3. The Court approves the form, substance and requirements of the Notice of Certification of Subclass, Amendment to the Settlement Agreement and Second Settlement Hearing (the "Notice of Amendment").

4. The Notice of Amendment, substantially in the form annexed hereto, shall be mailed, by first class mail, postage prepaid, within fourteen (14) days of the date of this Order to all those entities that are Class Members and either (1) submitted identification forms in response to a prior Notice and identified themselves as paying for prescription drugs primarily on an insured or capitated basis; or (2) did not properly identify themselves as either self-funded or insured. The Notices of Amendment shall be sent to these Plans at the addresses provided on their identification forms, as updated by the Plans. The costs of mailing the Second Notice shall be paid from the Settlement Fund. Proof of mailing of the Notice of Amendment shall be filed with the Court at or before the fairness hearing.

5. The form and method set forth herein of notifying the Class of the Second Amendment and its terms and conditions meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

6. Class Members to which the Notice of Amendment is mailed shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such entities that are so entitled request exclusion from the Class in a timely and proper manner, as hereinafter provided. A Plan that is a Class Member to which the Notice of Amendment is mailed now wishing to make such an exclusion request shall mail a written request by first class mail postmarked no later than May 13, 2003, to the address designated in

the Notice of Amendment. Such request for exclusion must be signed by a person authorized to bind that Plan, and must provide all the information described in the Instructions section of the Notice of Amendment and state that the sender requests to be excluded from the Class. Plan Participants and Beneficiaries may not opt out of the Class. Plans requesting exclusion from the Class shall not be entitled to receive any payment out of the Settlement Fund as described in the Settlement Agreement, as amended.

7. The Court will consider comments and/or objections to the Second Amendment only if such comments or objections and any supporting papers are filed in writing with the Clerk of the Court, United States District Court, Southern District of New York, 300 Quarropas Street, White Plains, New York 10601, and copies of all such papers are served, on or before May 6, 2008, upon each of the following: Edward J. Normand, Boies, Schiller & Flexner LLP, 333 Main Street, Armonk, New York 10504; Karin E. Fisch, Abbey Spanier Rodd & Abrams, LLP, 212 East 39th Street, New York, New York 10016; and Kenneth P. Ross, Coleman Law Firm, 77 West Wacker Drive, Suite 4800, Chicago, Illinois 60601, on behalf of plaintiffs and the subclasses; and James P. Tallon, Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022 on behalf of defendants.

Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Second Amendment are required to indicate in their written objection their intention to appear at the hearing. Persons who intend to object to the Second Amendment and desire to present evidence at the fairness hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the fairness hearing. Class members do not need to appear at the hearing or take any other action to indicate their approval.

8. Pending final determination of whether the Second Amendment should be approved, the plaintiffs, all Class members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts settled claims against any released party.

9. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

Dated: White Plains, New York

April 1, 2008

So Ordered:

Charles Briant

UNITED STATES DISTRICT JUDGE