

**GO TO A HEARING
(TO BE HELD ON
OCTOBER 18, 2007)**

If you submit a written objection to the Court and both Plaintiffs’ Co-Lead Counsel and Defense Counsel before the Court-approved deadline of October 4, 2007, you may (but do not have to) attend the Court hearing about the Settlement and present your objection to the Court. You may attend the Hearing even if you do not file a written objection, but you will be allowed to speak at the Hearing only if you file written comments in advance of the Hearing.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

The Court in charge of this case still has to decide 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.

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This litigation (the “Action”) is a consolidated case in which Plaintiffs allege that the Defendants breached fiduciary duties owed to the participants in and beneficiaries of the Plan under ERISA. Copies of the Action’s operative Complaint and other documents filed in the Action are available at www.ssbny.com, or www.snilaw.com, or at the office of the Clerk, United States District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Columbus, Ohio 43215.

SUMMARY OF SETTLEMENT

1. A Settlement Fund consisting of \$40 million in cash is being established in the Action.
2. The net amount in the Settlement Fund, including interest, and after payment of any taxes, expenses, approved attorneys’ fees and costs, 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 OUTCOMES OF THE ACTION

As with any litigated case, the Named Plaintiffs would face an uncertain outcome if the Action were to continue against the Defendants. 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 the amount that would be recoverable even if the Plaintiffs were to prevail at trial. The Defendants have denied and continue to deny all Claims and contentions alleged by the Named Plaintiffs, that they are liable at all to the Settlement Class, and that the Settlement Class or the Plan has suffered any damages for which the Defendants could be legally responsible. Nevertheless, the Defendants have taken into account the costs, 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 as to them on the terms and conditions set forth in the Settlement Agreement.

STATEMENT OF ATTORNEYS' FEES AND COSTS SOUGHT IN THE ACTION

Plaintiffs' Co-Lead Counsel in the Action will apply to the Court for an order awarding to counsel for the Named Plaintiffs attorneys' fees not in excess of 25% of the amount recovered in the Settlement, plus reimbursement of expenses. Any amount awarded will be paid from the proceeds of the Settlement Fund.

WHAT WILL THE NAMED PLAINTIFFS GET?

The Named Plaintiffs named 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. Any compensation awarded to Named Plaintiffs by the Court will be paid from the proceeds of the Settlement Fund.

BASIC INFORMATION

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.

The Court caused this Notice to be sent to you because, if you fall within the Settlement Class, 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 get them.

The Court in charge of this case is the United States District Court for the Southern District of Ohio, Eastern Division. The people who sued are called "Named Plaintiffs," and the people they sued are called "Defendants." The Named Plaintiffs in the Action are Kevin Stewart and Timothy E. Ferguson. The Defendants are: Cardinal Health, Inc. ("Cardinal Health"), Employee Benefits Policy Committee, Richard J. Miller, Richard C. Adloff, Paul Williams, Donna Brandin, Anthony J. Rucci, Steven Alan Bennett, Carole Watkins, Susan Nelson, Robert D. Walter, William E. Bindley, Dave Bing, George H. Conrades, John F. Finn, Robert L. Gerbig, John F. Havens, J. Michael Losh, John B. McCoy, Richard C. Notebaert, Michael D. O'Halleran, David W. Raisbeck, Jean G. Spaulding, M.D., Matthew D. Walter and Putnam Fiduciary Trust Company.

The legal action that is the subject of this Notice and the Settlement is known as *In re Cardinal Health, Inc. ERISA Litigation*, No. C2-04-643 (S.D. Ohio).

FURTHER INFORMATION

Further information regarding the Action and this Notice may be obtained by contacting Plaintiffs' Co-Lead Counsel via e-mail or by regular mail to:

As noted above, Plaintiffs' Co-Lead Counsel may also be contacted via e-mail at: ssbny@aol.com and info@snilaw.com. Further information regarding the Action and this Notice may be obtained by contacting either:

Edwin J. Mills, Esq.
STULL, STULL & BRODY
6 East 45th Street
New York, NY 10017
ssbny@aol.com
www.ssbny.com

Robert A. Izard, Esq.
Mark P. Kindall, Esq.
SCHATZ NOBEL IZARD, P.C.
One Corporate Center
20 Church Street, Suite 1700
Hartford, CT 06103
info@snilaw.com
www.snilaw.com

Plaintiffs' Co-Lead Counsel have established a toll-free number to receive your comments and questions: (866) 963-9981.

WHAT IS THE LAWSUIT ABOUT?

The Action claims that the Defendants were fiduciaries of the Plan and violated fiduciary duties of loyalty, care and prudence under ERISA that they owed to the Plan and participants in the Plan regarding the Plan's investment in Cardinal Health stock. In the

Complaint, 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. The investment funds included a fund primarily invested in Cardinal Health common stock. Many Plan participants chose to have contributions to the Plan invested in that Employer Common Stock Fund.

The Complaint in the Action alleges that Cardinal Health and other fiduciaries of Cardinal Health's 401(k) defined contribution retirement plan violated ERISA by, among other things, (1) failing to manage the assets of the Plan prudently, (2) failing to provide required disclosures to the participants and beneficiaries of the Plan and (3) failing properly to appoint, monitor and inform other fiduciaries of the Plan. Named Plaintiffs allege that the Defendants knew or should have known that Cardinal Health stock was not a prudent retirement investment during the Class Period and that the Defendants acted imprudently by not preventing further investment in Cardinal Health common stock and not liquidating the Plan's Cardinal Health common stock holdings. Named Plaintiffs also assert that certain Defendants violated their alleged fiduciary duties by failing to provide Plan participants with complete and accurate information about Cardinal Health.

THE DEFENSES IN THE ACTION

The Defendants deny that they have liability to the Plan or its participants or beneficiaries. If the litigation were to continue, the Defendants would raise numerous defenses to liability, including the following:

They were not fiduciaries of the Plan, or, if they were fiduciaries, their fiduciary duties did not extend to the matters at issue in the Action; Cardinal Health common stock and the Employer Common Stock Fund were at all relevant times a prudent investment for the Plan; to the extent they were fiduciaries as to the matters at issue in the Action, Defendants fully and prudently discharged all of their fiduciary duties imposed on them by ERISA; and even if they failed to discharge one or more of their ERISA fiduciary duties, any such breach of fiduciary duty did not cause the losses alleged by the Plaintiffs.

THE ACTION HAS BEEN AGGRESSIVELY LITIGATED

Plaintiffs' Co-Lead Counsel have conducted an extensive investigation of the allegations in the Action and of the losses suffered by the Plan. In addition, through that investigation and through discovery of information in the Action, Plaintiffs' Co-Lead Counsel have obtained and reviewed millions of pages of documents, including Plan governing documents and materials, communications with Plan participants, internal Cardinal Health documents regarding the Plan, SEC filings, press releases, public statements, news articles and other publications, and other documents regarding issues at Cardinal Health, Inc. that the Named Plaintiffs allege made investment of the Plan's assets in the Employer Common Stock Fund imprudent.

Plaintiffs' Co-Lead Counsel previously opposed a motion by the Defendants to dismiss the Named Plaintiffs' Claims. The Court denied Defendants' motion in significant part.

Plaintiffs' Co-Lead Counsel filed a motion for certification of the Action as a class action, and Defendants have opposed the motion. The Court has not yet decided the motion. If the litigation were to continue, the Defendants and the Named Plaintiffs would be permitted to file further papers on the motion, and Defendants would continue to raise objections to the Named Plaintiffs' motion for class certification, including that the Action should not be certified as a class action.

Plaintiffs' Co-Lead Counsel have retained several proposed experts to investigate the facts, develop opinions, and prepare formal reports concerning the merits of the Action and estimates of the extent and scope of losses, damages and available relief. Defendants have also undertaken expert analysis of the case, especially as respects damages issues.

SETTLEMENT DISCUSSIONS

This Settlement is the product of extensive negotiations between Plaintiffs' Co-Lead Counsel and the Defendants' counsel, aided by an experienced mediator who was thoroughly familiar with this litigation and the related Securities Action involving Cardinal Health.

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 wrongful conduct alleged by Named Plaintiffs in this Action affected a large group of people in a similar way, the Named Plaintiffs filed this case as a class action. U.S. District Judge Algenon L. Marbley is presiding over this case. In its Order setting the Fairness Hearing, the Court conditionally certified the Settlement Class in the Action.

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 cost, time and uncertainty of a trial.

As with any litigated case, the Named Plaintiffs would face an uncertain outcome if this case went to trial. 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 in this case think the Settlement is best for all Settlement Class Members.

HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?

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: All current and former participants and beneficiaries of the Plan for whose individual accounts the Plan purchased and/or held interests in the Employer Common Stock Fund at any time from October 24, 2000 through and including July 2, 2004.

If you are a member of the Settlement Class, the amount of money you will receive, if any, will depend upon the Court-approved Plan of Allocation, see below HOW MUCH WILL MY PAYMENT BE?

ARE THERE EXCEPTIONS TO BEING INCLUDED IN THE SETTLEMENT CLASS?

There are no exceptions to the Settlement Class definition set forth in the preceding paragraph.

THE SETTLEMENT BENEFITS - WHAT YOU GET

WHAT DOES THE SETTLEMENT PROVIDE?

A Settlement Fund consisting of 40 million dollars in United States currency (\$40 million cash) is being established in the Action. The net amount in the Settlement Fund, including interest, and after payment of, and establishment of reserves for, any taxes and Court-approved costs, fees, 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 necessary, a Plan account will be created for those members of the Settlement Class who no longer have Plan accounts.

All Settlement Class Members and anyone claiming through them 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 that were asserted or could have been asserted in the Action. This means that Settlement Class Members will not have the right to sue the Released Parties for anything related to the investment of Plan assets in Cardinal Health 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.ssbny.com, or www.snilaw.com, or by contacting Plaintiffs’ Co-Lead Counsel listed on page 3 above.

HOW MUCH WILL MY PAYMENT BE?

Your share of the net Settlement proceeds paid into the Plan (the “Net Proceeds”), less the Plan expenses associated with implementing the Plan of Allocation, will depend on your alleged loss, compared to other Settlement Class Members’ alleged losses, related to Plan investments in the Employer Common Stock Fund at any time during the period October 24, 2000 through and including July 2, 2004. Each Settlement Class Member’s share of the Net Proceeds will be determined using a Court-approved Plan of Allocation. Because the Net Proceeds are less than the total losses alleged by the Class, each Settlement Class Member’s proportionate recovery will be less than his or her alleged loss. 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.

Pursuant to the Plan of Allocation, in general, your proportionate share of the Net Proceeds will be calculated by establishing your Net Loss and comparing your Net Loss with the aggregate Net Losses of all Settlement Class Members. Your Net Loss shall equal $A + B - C - D$ where, for each Participant’s account:

1. A = the dollar value, if any, of the balance in the Employer Company Stock Fund (“Fund”) on the first day of the Class Period;
2. B = the dollar value, if any, of all of the purchases of interests in the Fund during the Class Period as of the time of purchase(s);
3. C = the dollar value, if any, of all dispositions of interests in the Fund during the Class Period as of the time of the sale(s); and
4. D = the dollar value, if any, of the balance in the Fund remaining on the last day of the Class Period.

The Net Losses of the Participants as calculated above will be totaled to yield the loss of the Plan as a whole over the Settlement Class Period (the “Plan’s Loss”).

Each Participant’s “Alleged Net Loss Percentage” of the Plan’s Loss will be calculated by dividing each Participant’s Net Loss by the Plan’s Loss.

Then, each Participant’s “Preliminary Individual Dollar Recovery,” or personal share of the Net Proceeds, will be calculated by multiplying the Participant’s Alleged Net Loss Percentage by the Net Proceeds.

All Participants whose Preliminary Individual Dollar Recovery is less than or equal to twenty-five dollars (\$25) (the “De Minimis Amount”), shall be deemed to have a “Final Individual Dollar Recovery” of zero.

Each Participant's Final Individual Dollar Recovery will be calculated by dividing each Participant's Net Loss by the Plan's Loss after deducting all De Minimis Amounts.

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 the Plaintiffs' Co-Lead Counsel listed on page 3 above.

HOW CAN I GET A PAYMENT?

You do not need to file a Claim form. If you are a Settlement Class Member entitled to a share of the Net Proceeds, your share will be deposited in your Plan account. If you are a former Plan participant, an account will be established for you in the Plan, if necessary, and you will be notified of such account. If you are a former participant and have not provided the Plan with your current address, please contact the Plan's trustee, Fidelity Management Trust Company, toll-free at 1-877-866-4401, or contact (in writing) the counsel listed on page 3 above.

WHEN WILL I GET MY PAYMENT?

Payment is conditioned on several matters, including 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 Net Proceeds will be paid to the Plan and allocated to the accounts of Settlement Class Members pursuant to the Plan of Allocation (see above, HOW MUCH WILL MY PAYMENT BE?) 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 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 on several grounds, including if (1) the Court does not approve the Settlement or if it 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 Agreement. Should the Settlement Agreement be terminated, the Settlement will be terminated, the certification of the Class for settlement purposes will be vacated, and the Action will proceed as if the Settlement Agreement had not been entered into.

CAN I GET OUT OF THE SETTLEMENT?

You do not have the right to exclude yourself from the Settlement. The Action has been conditionally certified under Federal Rule of Civil Procedure 23(b)(1) as a non-"opt-out" class action because the Court has preliminarily determined the requirements of that rule have been satisfied. Thus, it is not possible for any participants or beneficiaries to exclude themselves from 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 below, HOW DO I TELL THE COURT IF I DON'T LIKE THE SETTLEMENT, OR THE APPLICATIONS FOR ATTORNEYS' FEES AND EXPENSES OR FOR A CASE CONTRIBUTION AWARD TO THE NAMED PLAINTIFFS?

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THE CASE?

The Court has appointed the law firm Stull, Stull & Brody and the law firm Schatz Nobel Izard, P.C. as Plaintiffs' Co-Lead Counsel in the Action. These lawyers are also called "Class Counsel." 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.

HOW WILL THE LAWYERS BE PAID?

Plaintiffs' Co-Lead Counsel will file a motion for the award of attorneys' fees and expenses, to be paid out of the Settlement Fund. This motion will be considered at the Fairness Hearing. As previously described, Plaintiffs' Co-Lead Counsel have agreed to limit their application for an award of attorneys' fees to not more than 25% of the Settlement Fund, plus reimbursement of expenses incurred in connection with the prosecution of the Action.

THE COURT'S FAIRNESS HEARING

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.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing at 9:00 a.m. on October 18, 2007, in Courtroom One, Room 331, of the United States District Court for the Southern District of Ohio, Eastern Division, 3rd Floor, 85 Marconi Boulevard, Columbus, Ohio 43215, or in such other

courtroom where the hearing may be scheduled. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections to the Settlement, or to the application for an award of attorneys' fees and reimbursement of expenses to Plaintiffs' Co-Lead Counsel, or to the application for a case contribution award to the Named Plaintiffs, 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 applications for attorneys' fees and expenses and for a case contribution award to the Named Plaintiffs. We do not know how long these decisions will take.

DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions Judge Marbley 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 mail 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 your own lawyer to attend the Fairness Hearing, but such attendance is not necessary.

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. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *In re Cardinal Health, Inc. ERISA Litigation*, No. C2-04-643." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be served on the attorneys listed in the next section no later than October 4, 2007, and must be filed with the Clerk of the Court at the address listed in the next section, filed no later than October 4, 2007.

HOW DO I TELL THE COURT IF I DON'T LIKE THE SETTLEMENT, OR THE APPLICATIONS FOR ATTORNEYS' FEES AND EXPENSES OR FOR A CASE CONTRIBUTION AWARD TO THE NAMED PLAINTIFFS?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can also object to the application for an award of attorneys' fees and reimbursement of expenses to Plaintiffs' Co-Lead Counsel, or to the application for a case contribution award to the Named Plaintiffs. You can give reasons why you think the Court should not approve the Settlement or the application for an award of attorneys' fees and reimbursement of expenses to Plaintiffs' Co-Lead Counsel, or the application for a case contribution award to the Named Plaintiffs. To object, you must send a letter or other written filing saying that you object to the Settlement, or to the application for an award of attorneys' fees and reimbursement of expenses to Plaintiffs' Co-Lead Counsel, or to the application for a case contribution award to the Named Plaintiffs, in *In re Cardinal Health, Inc. ERISA Litigation*, No. C2-04-643. Be sure to include your name, address, telephone number, signature, and a full explanation of all reasons for your objection. **Your written objection must be served on the following counsel and must be postmarked no later than October 4, 2007:**

PLAINTIFFS' CO-LEAD COUNSEL		DEFENDANTS' COUNSEL
Edwin J. Mills, Esq. Stull, Stull & Brody 6 East 45th Street New York, NY 10017	Robert A. Izard, Esq. Mark P. Kindall, Esq. Schatz Nobel Izard, P.C. One Corporate Center 20 Church Street, Suite 1700 Hartford, CT 06103	John M. Newman, Esq. Geoffrey J. Ritts, Esq. Jones Day North Point 901 Lakeside Avenue Cleveland, Ohio 44114-1190

You must also file your objection with the Clerk of the United States District Court for the Southern District of Ohio, Eastern Division. The address is: Clerk of the U.S. District Court for the Southern District of Ohio, Eastern Division, 85 Marconi Boulevard, Columbus, Ohio 43215. **Your objection must be filed no later than October 4, 2007.**

IF YOU DO NOTHING

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, and you will be deemed to have released any "Released Claims" you may have against the "Released Parties," see above, **WHAT DOES THE SETTLEMENT PROVIDE?**

GETTING MORE INFORMATION

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 Plaintiffs' Co-Lead Counsel listed at page 3 above. Copies may also be obtained at www.ssbny.com or www.snilaw.com. The Settlement Agreement also was filed with the Clerk of the Court and may be obtained from the Clerk's office directly.

IN RE CARDINAL HEALTH, INC. ERISA LITIGATION
C/O A.B. DATA, LTD.
NOTICE ADMINISTRATOR
P.O. BOX 170500
MILWAUKEE, WI 53217

FIRST CLASS MAIL
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IMPORTANT INFORMATION ABOUT
IN RE CARDINAL HEALTH ERISA LITIGATION