



Pharmacists United to Necessitate Change

Participation Form & Questionnaire

Please legibly complete all fields below:

Pharmacy Name: _____

Pharmacy Address: _____

City, State, Zip: _____

Owners Name: _____

Pharmacy NCDPD #: _____ **Pharmacy EIN #:** _____

Phone Number: _____ **Email Address:** _____

Present PSAO Affiliation: _____
(i.e. LeaderNet, AccessHealth, RxPride, PBA, GNPPN, United Drugs, etc.)

Present GPO or Buying Group Affiliation: _____

Which PBM did you originally sign up with that eventually became Catamaran? (Circle One)

SXC Catalyst Informed Rx Restat Catamaran Other (specify): _____

Fax along with the documents listed below to PUNCH LLC at 215-464-9895:

1. Legal Representation Form
2. Your pharmacy's Catamaran term sheet or any other documentation relating to your provider agreement with Catamaran
3. A report in Excel showing the payment you received for generic prescriptions for all PBMs including Catamaran during the period January 2013 through December 2014. Your report should not include patient names, but needs to include the following:
 - Date of Drug (fill date, not when script was written)
 - Rx Number
 - NDC Number
 - Name of Drug (generics only)
 - Drug Strength
 - Quantity
 - Days Supply
 - Your Cost (invoice) – If you supply AWP, we will subtract 80%, please note if AWP
 - PBM Reimbursement for Ingredient Cost
 - PBM Reimbursement for Professional Fee
 - PBM Reimbursement for Sales Tax
 - Patient Co-pay
 - Total PBM reimbursement – includes ingredient cost, co-pay, sales tax and professional fees
 - BIN Number (all BINs including Non-Catamaran & Catamaran)
 - PCN Number
 - Plan Sponsor

Please email the reports to Monica Abel at monica.abel@comcast.net

Pharmacy Agreement for Legal Representation:

I am the owner/chief executive [circle one] of _____
, an independently owned retail pharmacy ["the Pharmacy"]. Certain transactions of the Pharmacy are controlled or affected by Catamaran, Inc., a "pharmacy benefits manager".

Upon signing this Agreement, I am forwarding \$500.00 to P.U.N.C.H., LLC, an organization established to advance legal claims independent pharmacies may have against Catamaran, Inc. This payment is made to a legal expense fund that P.U.N.C.H., LLC will employ to advance these legal claims. Pursuant to a separate written agreement, P.U.N.C.H., LLC has retained the law firm of Williams Cuker Berezofsky ["the Firm"] to represent independent pharmacies in their claims with Catamaran, Inc. I hereby acknowledge and accept an attorney-client relationship between me, the Pharmacy, and Williams Cuker Berezofsky.

I hereby acknowledge that, under its agreement with P.U.N.C.H., the Firm will be representing multiple pharmacies whose interests may not be identical, and may be divergent. I also understand that the Firm has an attorney client relationship with an association of community pharmacies (the Philadelphia Association of Retail Druggists, a/k/a "PARD"). By signing below, I affirmatively waive any conflict of interest between me, the Pharmacy, and/or any other pharmacy, PARD and/or P.U.N.C.H. represented by Williams Cuker Berezofsky, in order to support legal claims in the mutual interest of all participating pharmacies.

The enclosed legal fund contribution shall constitute the only financial obligation of the Pharmacy to advance hourly attorney's fees or legal expenses in connection with the claims P.U.N.C.H., LLC has retained the Firm to investigate and pursue.

I understand that these claims will be for injunctive relief from the current practices of Catamaran, Inc., that negatively affect independent pharmacies, including those related to prescription reimbursements, and for damages sustained by pharmacies as a result. P.U.N.C.H. shall be responsible for supplying the Pharmacy with periodic reports regarding the progress of the legal claims. Should any of the legal claims result in the payment of monetary damages by Catamaran, Inc., or a related entity, by way of settlement, verdict or award, they will be allocated proportionately (after reimbursement of legal fees and expenses) based on data provided by the Pharmacy and other participating pharmacies, to the Firm or P.U.N.C.H, which includes actual prescription claim data identifying amounts paid by Catamaran for a specified period of time or any other data from any source which provides a reasonable basis for assessing proportional harm among participating pharmacies , and may be subject to a contingent fee agreement to be entered into between P.U.N.C.H. and the Firm.

I hereby authorize and appoint P.U.N.C.H., LLC to communicate with the Firm on my behalf, and to authorize actions of the Firm in pursuit of the claim, including but not limited to the conduct of any negotiations regarding settlement.

Date: _____

NAME

TITLE

PHARMACY

*** * * Please have checks made out to PUNCH LLC**

*** * * Send to PUNCH LLC @ 2200 Michener Street, Suite 10, Philadelphia, PA 19115 Attn: Monica**