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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

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12 SECURITIES AND EXCHANGE COMMISSION,

Case No.

13 Plaintiff,

14 vs.

COMPLAINT FOR PERMANENT
INJUNCTION AND OTHER RELIEF

15 JONATHAN L. WILSON,

16 Defendant.

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18 Plaintiff Securities and Exchange Commission (the "Commission") alleges:

19 SUMMARY OF THE ACTION

20 1. This case involves unlawful insider trading by Defendant Jonathan L. Wilson
21 ("Wilson"), a former senior finance manager at McKesson Corporation ("McKesson"). In May 2005,
22 Wilson misappropriated information from his supervisor about McKesson's planned tender offer for
23 D&K Healthcare Resources, Inc. ("D&K"). Based on this information, Wilson purchased 17,530
24 shares of D&K stock in 12 brokerage accounts belonging to his family members over a period of
25 several weeks leading up to McKesson's public announcement, on July 11, 2005, that it would
26 acquire D&K through a tender offer for \$14.50 per share. After McKesson's public announcement,
27 the price of D&K's stock rose more than 68% from the previous day's closing price of \$8.50 to
28 \$14.30 per share. As a result of his trading,

1 Wilson earned potential profits of more than \$117,045.

2 2. By breaching his duty of loyalty, trust, and confidence to McKesson and trading on
3 inside information about McKesson's tender offer for D&K, Wilson violated Sections 10(b) and
4 14(e) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78j(b) and 78n(e)] and
5 Rules 10b-5 and 14e-3 thereunder [17 C.F.R. §§ 240.10b-5 and 240.14e-3].

6 **JURISDICTION AND VENUE**

7 3. The Court has jurisdiction over this action pursuant to Sections 21(e), 21A, and 27 of
8 the Exchange Act [15 U.S.C. §§ 78u(e), 78u-1, and 78aa]. Wilson, directly or indirectly, has made
9 use of the means and instrumentalities of interstate commerce, of the mails, or of the facilities of a
10 national securities exchange in connection with the acts, practices and courses of business alleged in
11 this Complaint.

12 4. Venue is proper in this District pursuant to Section 27 of the Exchange Act [15 U.S.C.
13 §78aa], because a substantial portion of the acts and transactions constituting the violations alleged in
14 this Complaint occurred within the Northern District of California and because Defendant Wilson
15 resides within the district.

16 **INTRADISTRICT ASSIGNMENT**

17 5. Assignment to the San Francisco Division is appropriate pursuant to Civil Local Rules
18 3-2(c) and (d) because a substantial portion of the acts and omissions that give rise to the
19 Commission's claims occurred in San Francisco, California, where McKesson's headquarters are
20 located.

21 **DEFENDANT**

22 6. Jonathan L. Wilson, age 45, resides in San Lorenzo, California. From February 2002
23 until September 2005, Wilson was employed by McKesson as a senior manager in finance in
24 McKesson's San Francisco, California office.

25 7. As part of his employment with McKesson, Wilson annually reviewed and signed a
26 copy of McKesson's Code of Business Conduct and Ethics ("Code"). The Code prohibited
27 McKesson's employees from buying or selling securities of other companies if they acquired non-

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1 public information about such companies in the course of their employment. The Code also
2 prohibited employees from having any ownership interest in any of McKesson's competitors.

3 RELEVANT ENTITIES

4 8. McKesson Corporation is a Delaware corporation with headquarters in San Francisco,
5 California. It is a Fortune 500 healthcare services company in the business of distributing
6 pharmaceutical products and providing software, consulting and outsourcing services worldwide. At
7 all relevant times, McKesson's securities have been registered with the Commission pursuant to
8 Section 12(b) of the Exchange Act [15 U.S.C. §781(b)] and have been publicly-traded on the New
9 York Stock Exchange under the symbol "MCK."

10 9. Until August 2005, D&K Healthcare Resources, Inc. was a Delaware corporation with
11 headquarters in St. Louis, Missouri. D&K operated as a wholesale distributor of pharmaceuticals,
12 healthcare and beauty products to pharmacies and other healthcare providers, primarily in the
13 Midwest and Southern United States. Until its acquisition by McKesson in August 2005, D&K's
14 securities were registered with the Commission pursuant to Section 12(g) of the Exchange Act [15
15 U.S.C. §781(g)] and were publicly-traded on the NASDAQ under the symbol "DKHR."

16 FACTS

17 A. McKesson's Tender Offer for D&K

18 10. In late February 2005, McKesson initiated discussions with D&K about a potential
19 merger between the two companies. In March 2005, McKesson took significant steps to acquire
20 D&K through a tender offer. On or about March 24, 2005, the companies signed a confidentiality
21 agreement, and McKesson submitted a written expression of interest to acquire D&K. On or about
22 April 18, 2005, McKesson entered into a non-binding expression of interest with D&K. During the
23 week of April 25, 2005, McKesson and D&K entered into an exclusivity agreement prohibiting D&K
24 from soliciting other bidders. Around that same time, McKesson also began performing due
25 diligence concerning D&K. McKesson instructed all employees with any knowledge of the
26 anticipated tender offer to refer to the potential acquisition solely by the code name "Project Spirit,"
27 thus keeping the anticipated tender offer strictly confidential.

1 11 Between May 9 and May 13, 2005, McKesson sent several employees from its finance
2 department, including Wilson's supervisor, to St. Louis, Missouri to conduct on-site due diligence of
3 D&K's operations.

4 12. During the last two weeks of May 2005 and the first week of June 2005, McKesson
5 and D&K engaged in discussions about the details of the acquisition.

6 13. During the week of July 4, 2005, McKesson and D&K negotiated the final terms of
7 the tender offer. On or about July 8, 2005, McKesson's and D&K's boards of directors approved the
8 tender offer.

9 14. Before the stock market opened on July 11, 2005, McKesson and D&K publicly
10 announced the acquisition through a tender offer for \$14.50 per share. That day, D&K's share price
11 rose approximately 68% from the previous day's closing price of \$8.50, rising to \$14.30 per share.

12 15. On August 30, 2005, McKesson completed its acquisition of D&K.

13 **B. Defendant Wilson Misappropriated Material Non-public Information About**
14 **McKesson's Tender Offer For D&K And Traded On That Information**

15 16. Wilson worked in an open office cubicle on the 19th floor of McKesson's San
16 Francisco, California headquarters, in close proximity to his supervisor's office cubicle. Wilson's
17 and his supervisor's cubicles were close enough such that Wilson could easily overhear his
18 supervisor's telephone conversations.

19 17. Throughout April and May 2005, Defendant Wilson's supervisor worked on the D&K
20 acquisition several hours each day, including in his office cubicle. In his office cubicle, he conducted
21 meetings about D&K, reviewed documents pertaining to D&K, and participated in telephone
22 conferences concerning D&K. Some of these telephone conferences were conducted by
23 speakerphone.

24 18. Wilson's supervisor kept documents D&K in plain view on his desk. Moreover, he
25 made few if any efforts to conceal these documents when he was away from his office cubicle.

26 19. Wilson's proximity to his supervisor's cubicle enabled Wilson to learn of McKesson's
27 plans to acquire D&K.

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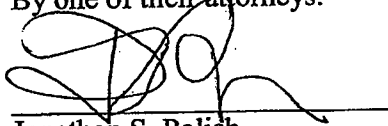
Grant such other relief as this Court may determine to be just and appropriate.

DATED: November 12, 2008

Respectfully Submitted,

U.S. SECURITIES AND EXCHANGE COMMISSION

By one of their attorneys:



Jonathan S. Polish
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Richard G. Stoltz

Attorneys for Plaintiff

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