

1 B. The terms of this Judgment/Order shall be governed by the laws of the State of
2 Washington.

3 C. Entry of this Judgment/Order is in the public interest and reflects a negotiated
4 agreement among the Parties.

5 D. The Parties have agreed to resolve the issues resulting from the Covered Conduct
6 (as defined below) by entering into this Judgment/Order.

7 E. McKinsey has cooperated with the Attorney General's investigation and is
8 willing to enter into this Judgment/Order regarding the Covered Conduct in order to resolve the
9 Attorney General's claims and concerns under the Washington Consumer Protection Act on
10 unfairness as to the matters addressed in this Judgment/Order and thereby avoid significant
11 expense, inconvenience, and uncertainty.

12 F. The Attorney General acknowledges McKinsey's good faith and responsible
13 corporate citizenship in reaching this resolution.

14 G. McKinsey is entering into this Judgment/Order solely for the purpose of
15 settlement, and nothing contained herein may be taken as or construed to be an admission or
16 concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or
17 of any liability or wrongdoing, all of which McKinsey expressly denies. McKinsey does not
18 admit any violation of the State Consumer Protection Laws (as defined below) and set forth in
19 footnote 1) and does not admit any wrongdoing that was or could have been alleged by the
20 Attorney General before the date of the Judgment/Order. No part of this Judgment/Order,
21 including its statements and commitments, shall constitute evidence of any liability, fault, or
22 wrongdoing by McKinsey.

23 H. This Judgment/Order shall not be construed or used as a waiver or limitation of
24 any defense otherwise available to McKinsey in any other action, or of McKinsey's right to
25 defend itself from, or make any arguments in, any other regulatory, governmental, private
26 individual, or class claims or suits relating to the subject matter or terms of this Judgment/Order.

1 This Judgment/Order is made without trial or adjudication of any issue of fact or law or finding
2 of liability of any kind. Notwithstanding the foregoing, the Attorney General may file an action
3 to enforce the terms of this Judgment/Order.

4 I. No part of this Judgment/Order shall create a private cause of action or confer
5 any right to any third party for violation of any federal or state statute except that the Attorney
6 General may file an action to enforce the terms of this Judgment/Order. It is the intent of the
7 Parties that this Judgment/Order shall not be binding or admissible in any other matter, including,
8 but not limited to, any investigation or litigation, other than in connection with the enforcement
9 of this Judgment/Order. This Judgment/Order is not enforceable by any persons or entities
10 besides the Attorney General, McKinsey and this Court.

11 II. DEFINITIONS

12 The following definitions shall be used in construing the Judgment/Order:

13 A. “Covered Conduct” means any and all acts, failures to act, conduct, statements,
14 errors, omissions, events, breaches of duty, services, advice, work, deliverables, engagements,
15 transactions, or other activity of any kind whatsoever, occurring up to and including the Effective
16 Date arising from or related in any way to (i) the discovery, development, manufacture,
17 marketing, promotion, advertising, recall, withdrawal, distribution, monitoring, supply, sale,
18 prescribing, reimbursement, use, regulation, or abuse of any opioid, or (ii) the treatment of opioid
19 abuse or efforts to combat the opioid crisis, or (iii) the characteristics, properties, risks, or
20 benefits of any opioid, or (iv) the spoliation of any materials in connection with or concerning
21 any of the foregoing.

22 B. “Effective Date” means the date on which a copy of the Judgment/Order, duly
23 executed by McKinsey and by the Attorney General, is approved by, and becomes a
24 Judgment/Order of the Court.

25 C. “McKinsey” means McKinsey & Company, Inc. United States, a Delaware
26 Corporation, and all its current or former officers, directors, partners, employees, representatives,

1 agents, affiliates, parents, subsidiaries, operating companies, predecessors, assigns and
2 successors.

3 D. “Parties” means McKinsey and the Attorney General.

4 E. “Attorney General” means the Attorney General of Washington, or his authorized
5 designee, who has agreed to this Judgment/Order.

6 F. “Settling State” means the State of Washington and States that have agreed to a
7 similar but not identical Judgment/Order with McKinsey – Alabama, Alaska, Arkansas,
8 California, Colorado, Delaware, the District of Columbia, Florida, Georgia, Hawaii, Idaho,
9 Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts,
10 Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Jersey, New
11 Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania,
12 Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia,
13 Wisconsin, and Wyoming.

14 G. “State Consumer Protection Laws” means the Washington Consumer Protection
15 Act and the consumer protection laws cited in footnote 1.¹

16 ¹ALABAMA – Alabama Deceptive Trade Practices Act § 8-19-1 et seq. (2002); ALASKA – Alaska Unfair
17 Trade Practices and Consumer Protection Act AS 45.50.471 – 45.50.561; AMERICAN SAMOA – Consumer
18 Protection Act, A.S.C.A. §§ 27.0401 et seq.; ARIZONA - Consumer Fraud Act, A.R.S. §44-1521 et seq.;
19 ARKANSAS – Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, et seq.; CALIFORNIA – Bus.
20 & Prof Code §§ 17200 et seq. and 17500 et seq.; COLORADO – Colorado Consumer Protection Act, Colo. Rev.
21 Stat. § 6-1-101 et seq.; CONNECTICUT – Connecticut Unfair Trade Practices Act, Conn. Gen Stat. §§ 42-110a
22 through 42-110q; DELAWARE – Delaware Consumer Fraud Act, Del. CODE ANN. tit. 6, §§ 2511 to 2527;
23 DISTRICT OF COLUMBIA, District of Columbia Consumer Protection Procedures Act, D.C. Code §§ 28-3901 et
24 seq.; FLORIDA – Florida Deceptive and Unfair Trade Practices Act, Part II, Chapter 501, Florida Statutes, 501.201
25 et. seq.; GEORGIA - Fair Business Practices Act, O.C.G.A. Sections 10-1-390 et seq.; GUAM - Trade Practices
26 and Consumer Protection, 5 G.C.A. Ch. 32 et seq.; HAWAII – Uniform Deceptive Trade Practice Act, Haw. Rev.
Stat. Chpt. 481A and Haw. Rev. Stat. Chpt. 480; IDAHO – Idaho Consumer Protection Act, Idaho Code § 48-601
et seq.; ILLINOIS – Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2 et seq.; INDIANA –
Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-0.1 to 24-5-0.5-12; IOWA - Iowa Consumer Fraud Act,
Iowa Code Section 714.16; KANSAS - Kansas Consumer Protection Act, K.S.A. 50-623 et seq.; KENTUCKY –
Kentucky Consumer Protection Act, KRS Ch. 367.110, et seq.; LOUISIANA – Unfair Trade-Practices and
Consumer Protection Law, LSA-R.S. 51:1401, et seq.; MAINE – Unfair Trade Practices Act, 5 M.R.S.A. § 207 et
seq.; MARYLAND - Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 et seq.;
MASSACHUSETTS – Mass. Gen. Laws c. 93A, §§ 2 and 4; MICHIGAN – Michigan Consumer Protection Act,
MCL § 445.901 et seq.; MINNESOTA – Minn. Stat. §§325D.44, 325F.69; MISSISSIPPI - Mississippi Consumer
Protection Act, Miss. Code Ann. § 75-24-1, et seq.; MISSOURI – Missouri Merchandising Practices Act, Mo. Rev.

1 H. Any reference to a written document shall mean a physical paper copy of the
2 document, electronic version of the document, or electronic access to such document.

3 **III. INJUNCTIVE RELIEF**

4 It is ordered that:

5 A. McKinsey shall not accept any future engagements relating to the discovery,
6 development, manufacture, marketing, promotion, advertising, recall, withdrawal, monitoring,
7 sale, prescribing, use or abuse of any Opioid or other opioid-based Schedule II or III controlled
8 substance;

9 B. Nothing in Section III.A above is intended to prohibit McKinsey from offering
10 its services to: (1) clients who, as part of their overall business, develop, manufacture, market,
11 promote, advertise, recall, withdraw, distribute, monitor, supply, sell or prescribe opioids or
12 other opioid-based Schedule II or III controlled substances, so long as the subject matter of the
13 engagement does not specifically relate to opioids or other opioid-based Schedule II or III
14 controlled substances; or (2) health care providers, health plans, non-profit entities, governments,
15 and quasi-governmental agencies, or any other client that is not a pharmaceutical manufacturer,
16

17 Stat. §§ 407.010 et seq.; MONTANA – Montana Consumer Protection Act §§ 30-14-101 et seq.; NEBRASKA –
18 Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 et seq. and Uniform Deceptive Trade Practices Act, Neb.
19 Rev. Stat. §§ 87-301 et seq.; NEW HAMPSHIRE – NH RSA §358-A et seq; NEW JERSEY – New Jersey
20 Consumer Fraud Act, NJSA 56:8-1 et seq.; NEW MEXICO – NMSA 1978, § 57-12-1 et seq.; NEW YORK –
21 General Business Law Art. 22-A, §§ 349-50, and Executive Law § 63(12); NORTH CAROLINA – North Carolina
22 Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1, et seq.; NORTH DAKOTA – Unlawful Sales or
23 Advertising Practices, N.D. Cent. Code § 51-15-02 et seq.; NORTHERN MARIANA ISLANDS – Consumer
24 Protection Act, 4 N. Mar. I. Code §§ 5201 et seq.; OHIO – Ohio Consumer Sales Practices Act, R.C. 1345.01, et
25 seq.; OKLAHOMA – Oklahoma Consumer Protection Act 15 O.S. §§ 751 et seq.; OREGON – Oregon Unlawful
26 Trade Practices Act, Or. Rev. Stat. § 646.605 et seq.; PENNSYLVANIA – Pennsylvania Unfair Trade Practices
and Consumer Protection Law, 73 P.S. 201-1 et seq.; PUERTO RICO – Puerto Rico Antitrust Act, 10 L.P.R.A. §
259; RHODE ISLAND – Deceptive Trade Practices Act, Rhode Island Gen. Laws § 6-13.1-1, et seq.; SOUTH
CAROLINA – South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 et seq.; SOUTH DAKOTA –
South Dakota Deceptive Trade Practices and Consumer Protection, SDCL ch. 37-24; TENNESSEE – Tennessee
Consumer Protection Act, Tenn. Code Ann. 47-18-101 et seq.; TEXAS – Texas Deceptive Trade Practices-
Consumer Protection Act, Tex. Bus. And Com. Code 17.41, et seq.; UTAH - Consumer Sales Practices Act, Utah
Code Ann. §§ 13-11-1 et seq.; VERMONT – Vermont Consumer Protection Act, 9 V.S.A. § 2451, et seq.; VIRGIN
ISLANDS – Virgin Islands Consumer Protection Law, 12A V.I.C. §§ 101 et seq.; VIRGINIA-Virginia Consumer
Protection Act, Va Code Ann. §59.1-196 et seq.; WISCONSIN – Wis. Stat. § 100.18 (Fraudulent Representations);
WYOMING – Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-101 through -114.

1 for purposes of addressing a humanitarian health crisis, drug abuse prevention, treatment, and
2 mitigation or abatement efforts, or other public health benefit;

3 C. Within eighteen months of the Effective Date for paragraph 4 below, and within
4 twenty-four months of the Effective Date for paragraphs 1-3 below, McKinsey shall develop and
5 implement a document retention policy that provides as follows:

6 1. McKinsey shall maintain a centralized document storage system
7 (“Storage System”) such as a document management system or a file sharing platform.

8 2. Unless prohibited by state, federal, or foreign law, McKinsey shall require
9 its partners and employees, to the extent possible on a best-efforts basis, to create and
10 maintain a final working papers file (“Final Working Papers File”) relating to client
11 engagements on the Storage System. The Final Working Papers File shall include, but
12 not be limited to, letters of proposal, contracts, memoranda, invoices, contracted
13 deliverables, and close-out memoranda.

14 3. McKinsey shall retain the Final Working Papers File for a minimum of
15 seven years.

16 4. McKinsey shall retain all communications and documents exchanged on
17 any electronic mail (including associated attachments) or instant message system that
18 McKinsey authorizes its personnel to use for five years;

19 5. Nothing in this section shall prevent McKinsey from: (a) deleting
20 documents or data as required by any state, federal, or foreign law or regulation, or (b)
21 deleting documents or data as contractually required by a third party where such
22 contractual requirement is reasonably necessary to allow the third party to comply with
23 any state, federal, or foreign law or regulation.

24 D. McKinsey shall implement a written policy requiring the termination of any
25 employee that engages in the intentional spoliation of evidence for an improper purpose;
26

1 E. In the next calendar year after the Effective Date, McKinsey shall include in the
2 annual acknowledgement that all McKinsey partners are required to certify a section describing
3 the terms and conditions of this Judgement/Order, and McKinsey shall further hold additional
4 annual training for partners in the Pharmaceuticals & Medical Products practice concerning the
5 terms and conditions of this Judgement/Order;

6 F. Revisions to Client conflict policy pertaining to Government Clients (defined
7 below), which shall be implemented within 60 days of the Effective Date.

8 1. McKinsey agrees to revise its conflict policy pertaining to potential
9 engagements by any Settling State, county government, or municipal government (or any
10 government agency of the aforementioned) (“Government Client”) to require a written
11 disclosure of any material conflict (“Conflict Disclosure”) when (A) responding in
12 writing to a request for proposal; (B) formally proposing work; (C) tendering an
13 engagement letter to a Government Client; or (D) beginning work for a Government
14 Client in the absence of an engagement letter, proposal, or request for proposal,
15 whichever occurs first (“Triggering Event”).

16 2. A material conflict exists for purposes of this Section III.F when, at the
17 time of any Triggering Event, McKinsey is advising or in the past three years has
18 previously advised an industry client on work which, in the view of a neutral and
19 detached observer, is or was materially adverse to the work McKinsey would perform
20 for the Government Client, such that when McKinsey is working or has worked to
21 advance the goals or interests of the industry client it is likely to harm the goals or
22 interests it is working to advance of the Government Client.

23 3. Within 90 days of the Effective Date, McKinsey shall review each current
24 engagement with a Government Client and provide a Conflict Disclosure where it would
25 be otherwise required under this Section III.F for a new Government Client.
26

1 4. Nothing in this Section III.F shall supersede or affect any legal or
2 contractual obligation McKinsey may have pertaining to confidentiality, conflicts, or
3 engagement of clients (“Client Obligations”). The Conflict Disclosure shall not require
4 McKinsey to violate any confidentiality obligations McKinsey has with its clients, and
5 McKinsey satisfies its obligations under this section by providing a Conflict Disclosure
6 (A) identifying the relevant industry; and (B) generally describing the work McKinsey
7 performs for its industry client (without identifying its client). If for whatever reason
8 McKinsey determines that its Client Obligations preclude a Conflict Disclosure,
9 McKinsey agrees to decline the work for the Government Client.

10 G. McKinsey shall not use, assist, or employ any Third Party to engage in any
11 activity that McKinsey itself would be prohibited from engaging in pursuant to this
12 Judgment/Order.

13 H. The foregoing injunctive terms may be amended by agreement between
14 McKinsey and Washington without this Court’s approval or amendment of this Judgment/Order.

15 **IV. PUBLIC ACCESS TO MCKINSEY DOCUMENTS**

16 It is ordered that:

17 **A. Documents Subject to Public Disclosure**

18 1. The following documents shall be produced by McKinsey to each Settling State
19 and are subject to public disclosure in perpetuity as part of a document disclosure program,
20 except for the redactions authorized by Section B:

21 All non-privileged documents McKinsey produced to any of the Settling States in
22 response to investigative demands or other formal or informal requests related to opioids in 2019,
23 2020, or 2021, prior to the date of this Judgment/Order, that fall within the following categories:

- 24 a. All communications with Purdue Pharma LP (“Purdue”);
- 25 b. All documents reflecting or concerning McKinsey’s work for Purdue;

- c. All communications with Endo Pharmaceuticals (“Endo”), Johnson & Johnson, or Mallinckrodt Pharmaceuticals (“Mallinckrodt”) related to opioids;
- d. All documents reflecting or concerning McKinsey’s work related to opioids for Endo, Johnson & Johnson, or Mallinckrodt;
- e. All documents and communications sent or received by individual consultants agreed upon by McKinsey and the Settling States related to opioids or the opioid crisis;
- f. All documents listed by Bates number in Appendix A.

2. All documents produced under this provision shall be provided in electronic format with all related metadata. McKinsey and the Settling States will work cooperatively to develop technical specifications for the productions.

B. Information That May Be Redacted

The following categories of information are exempt from public disclosure:

1. Information subject to trade secret protection. A “trade secret” is information, including a formula, pattern, compilation, program, device, method, technique or process, that (a) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Even if the information falls within the definition, “trade secret” does not include information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications related to sales or promotion of opioids.

2. Confidential personal information. “Confidential personal information” means individual Social Security or tax identification numbers, personal financial account numbers, passport numbers, driver license numbers, home addresses, home telephone numbers, personal email addresses, and other personally identifiable information protected by law from disclosure. “Confidential personal information” does not include the names of officers, directors,

1 employees, agents, or attorneys of McKinsey, Purdue, Endo, Johnson & Johnson, or
2 Mallinckrodt, or of a government agency.

3 3. Information that is inappropriate for public disclosure because it is subject to
4 personal privacy interests recognized by law (e.g., HIPAA), or contractual rights of third parties
5 (including McKinsey's clients) that McKinsey may not abrogate. McKinsey shall make its best
6 efforts to ensure that disclosure into the document repository is not limited or prohibited by
7 contractual rights of Purdue with regard to any documents, or by contractual rights of Endo,
8 Johnson & Johnson, or Mallinckrodt with regard to documents related to opioids.

9 4. Information regarding McKinsey partners' or employees' personal or
10 professional matters unrelated to McKinsey or opioids, including but not limited to emails
11 produced by McKinsey custodians discussing vacation or sick leave, family, or other personal
12 matters.

13 **C. Redaction of Documents Containing Protected Information**

14 1. Whenever a document contains information subject to a claim of exemption
15 pursuant to Section B, McKinsey shall produce the document in redacted form. Such redactions
16 shall indicate that trade secret and/or private information, as appropriate, has been redacted.
17 Redactions shall be limited to the minimum redactions possible to protect the legally recognized
18 individual privacy interests and trade secrets identified above.

19 2. McKinsey shall produce to each Settling State a log noting each document
20 redacted. The log shall also provide fields stating the basis for redacting the document, with
21 sufficient detail to allow an assessment of the merits of the assertion. The log is subject to public
22 disclosure in perpetuity. The log shall be produced simultaneously with the production of
23 documents required by Section IV.F.

24 3. In addition to the redacted documents, McKinsey shall, upon any Settling State's
25 request, also produce all documents identified in Section IV.A above in unredacted form to such
26 Settling State at the same time. The redacted documents produced by McKinsey may be publicly

1 disclosed in accordance with Section IV.E below. The unredacted documents produced by
2 McKinsey to a Settling State shall be available only to such State unless McKinsey's claim of
3 exemption under Section IV.B is successfully challenged in accordance with Section IV.C.4 or
4 the trade secret designation expires in accordance with Section IV.D.

5 4. Anyone, including members of the public and the press, may challenge the
6 appropriateness of redactions by providing notice to McKinsey and a Settling State, which
7 Settling State shall review the challenge and inform McKinsey of whether the challenge has
8 sufficient merit to warrant triggering the remaining provisions of this paragraph. If the challenge
9 is not resolved by agreement, it must be resolved in the first instance by a third party jointly
10 appointed by the Settling State and McKinsey to resolve such challenges. The decision of the
11 third party may be appealed to a court with enforcement authority over this Judgment/Order. If
12 not so appealed, the third party's decision is final. In connection with such challenge, a Settling
13 State may provide copies of relevant unredacted documents to the parties or the decisionmaker,
14 subject to appropriate confidentiality and/or in camera review protections, as determined by the
15 decisionmaker.

16 **D. Review of Trade Secret Redactions**

17 Seven years after McKinsey completes the production of its documents in accordance
18 with Section IV.F and upon notice by a Settling State, McKinsey shall review all trade secret
19 assertions made in accordance with Section IV.B. The newly unredacted documents may then
20 be publicly disclosed by a Settling State in accordance with Section IV.E. McKinsey shall
21 produce to each Settling State an updated redaction log justifying its designations of the
22 remaining trade secret redactions.

23 **E. Public Disclosure through a Document Repository**

24 Each Settling State may publicly disclose all documents covered by Section IV.A through
25 a public repository maintained by a governmental, non-profit, or academic institution. Each
26 Settling State may specify the terms of any such repository's use of those documents, including

1 allowing the repository to index and make searchable all documents subject to public disclosure,
2 including the metadata associated with those documents. When providing the documents
3 covered by Section IV.A to a public repository, no Settling State shall include or attach within
4 the document set any characterization of the content of the documents. For the avoidance of
5 doubt, nothing in this paragraph shall prohibit any Settling State from publicly discussing the
6 documents covered by Section IV.A.

7 **F. Timeline for Production**

8 McKinsey shall produce all documents required by Section IV.A within nine months
9 from the Effective Date.

10 **G. Costs**

11 The Settling States may allocate funds from the Settlement to fund the allocable share of
12 all reasonable costs and expenses associated with the public disclosure and storage of
13 McKinsey's documents through any public repository.

14 **V. PAYMENT**

15 1. McKinsey shall pay a total amount of \$ \$13,465,833 ("the Settlement Amount").
16 It is the intent of the Parties and subject to the supervision of the Court that the \$13,465,833 paid
17 to the State will be used to remediate the harms caused to the State and its citizens by the opioid
18 epidemic and to recover the costs incurred by the State in investigating and pursuing these
19 claims.

20 2. McKinsey shall pay a total amount of \$13,465,833 as follows: 1) the initial
21 payment of \$11,221,527, shall be paid by 60 days after the Effective Date; 2) the second payment
22 of \$561,076.50 shall be paid no later than one year from the date of the initial payment; 3) the
23 third payment of \$561,076.50 shall be paid no later than two years from the date of the initial
24 payment; 4) the fourth payment of \$561,076.50 shall be paid no later than three years from the
25 date of the initial payment; and 5) the fifth payment of \$561,076.50 shall be paid no later than
26 four years from the date of the initial payment.

1 McKinsey that relate to McKinsey’s compliance with each provision of this Judgment/Order
2 pursuant to that State’s CID or investigative subpoena authority.

3 E. The Attorney General may assert any claim that McKinsey has violated this
4 Judgment/Order in a separate civil action to enforce compliance with this Judgment/Order, or
5 may seek any other relief afforded by law for violations of the Judgment/Order, but only after
6 providing McKinsey an opportunity to respond to the notification described in paragraph VI.A
7 above; provided, however, that the Attorney General may take any action if the Attorney General
8 believes that, because of the specific practice, a threat to the health or safety of the public requires
9 immediate action.

10 VII. RELEASE

11 A. Released Claims. By its execution of this Judgment/Order, the State of
12 Washington releases and forever discharges McKinsey and its past and present officers,
13 directors, partners, employees, representatives, agents, affiliates, parents, subsidiaries, operating
14 companies, predecessors, assigns and successors (collectively, the “Releasees”) from the
15 following: all claims the Attorney General is authorized by law to bring arising from or related
16 to the Covered Conduct, including, without limitation, any and all acts, failures to act, conduct,
17 statements, errors, omissions, breaches of duty, services, advice, work, engagements, events,
18 transactions or other activity of any kind whatsoever occurring up to and including the effective
19 date of the Judgment/Order. Released claims will include, without limitation, claims that were
20 or could have been brought by a Settling State under its State’s consumer protection and unfair
21 trade practices law, RICO laws, false claims laws and claims for public nuisance, together with
22 any related common law and equitable claims for damages or other relief.

23 B. Claims Not Covered: Notwithstanding any term of this Judgment/Order,
24 specifically reserved and excluded from the release in Paragraph VII. A. as to any entity or
25 person, including Released Parties, are any and all of the following:
26

1 C. The acceptance of this Judgment/Order by the State of Washington shall not be
2 deemed approval by the State of Washington of any of McKinsey's business practices. Further,
3 neither McKinsey nor anyone acting on its behalf shall state or imply, or cause to be stated or
4 implied, that the State of Washington or any other governmental unit of Washington has
5 approved, sanctioned or authorized any practice, act, or conduct of McKinsey.

6 D. Any failure by any party to this Judgment/Order to insist upon the strict
7 performance by any other party of any of the provisions of this Judgment/Order shall not be
8 deemed a waiver of any of the provisions of this Judgment/Order, and such party,
9 notwithstanding such failure, shall have the right thereafter to insist upon the specific
10 performance of any and all of the provisions of this Judgment/Order.

11 E. Entire Agreement: This Judgment/Order represents the full and complete terms
12 of the settlement entered into by the Parties hereto, except as the parties have otherwise agreed.
13 In any action undertaken by the Parties, no prior versions of this Judgment/Order and no prior
14 versions of any of its terms that were not entered by the Court in this Judgment/Order, may be
15 introduced for any purpose whatsoever.

16 F. Jurisdiction: This Court retains jurisdiction of this Judgment/Order and the
17 Parties hereto for the purpose of enforcing and modifying this Judgment/Order and for the
18 purpose of granting such additional relief as may be necessary and appropriate.

19 G. If any provision of this Judgment/Order shall be held unenforceable, the
20 Judgment/Order shall be construed as if such provision did not exist.

21 H. Counterparts: This Judgment/Order may be executed in counterparts, and a
22 facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an
23 original signature.

24 I. Notice: All Notices under this Judgment/Order shall be provided to the following
25 via email and Overnight Mail:

26 **Defendant:**

1 Copy to McKinsey's attorneys at

2 Mr. James Bernard
3 Stroock & Stroock & Lavan LLP
4 180 Maiden Lane
5 New York, NY 10038
6 jbernard@stroock.com

7 **Attorney General:**

8 JEFFREY G. RUPERT
9 *Complex Litigation Division, Division Chief*
10 800 Fifth Avenue, Suite 2000
11 Seattle, WA 98104-3188
12 (206) 389-2116
13 Jeffrey.Rupert@atg.wa.gov

14 and

15 SPENCER W. COATES
16 *Assistant Attorney General*
17 800 Fifth Avenue, Suite 2000
18 Seattle, WA 98104-3188
19 (206) 464-7744
20 Spencer.Coates@atg.wa.gov

21 and

22 Email to: comcec@atg.wa.gov
23
24
25
26

APPROVAL BY COURT

APPROVED FOR FILING and SO ORDERED this ____ day of ____, 2021

Judge

Approved:

For Defendant McKinsey & Company, Inc. United States



Jonathan Slonim
Assistant Secretary
McKinsey & Company, Inc. United States

February 4, 2021

Date

Local Counsel for McKinsey & Company, Inc. United States

Kim C. Stanger

Kim Stanger (#45769)
Holland & Hart LLP
800 W. Main Street, Ste 1750
Boise, ID 83702
Ph (208) 383-3913
Kcstanger@hollandhart.com

February 3, 2021

Date

1
2 **For Plaintiff State of Washington:**

3 ROBERT W. FERGUSON
4 Attorney General

5 *s/ Spencer W. Coates*
6 SPENCER W. COATES, WSBA #49683
Assistant Attorney General
7 JEFFREY G. RUPERT, WSBA #45037
Division Chief
8 800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
9 (206) 464-7744
Spencer.Coates@atg.wa.gov
10 Jeffrey.Rupert@atg.wa.gov
Attorneys for Plaintiff State of Washington

February 4, 2021
Date

Appendix A

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