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~~ENDORSED  
FILED  
ALAMEDA COUNTY  
FEB 04 2021  
CLERK OF THE SUPERIOR COURT  
By ~~JERRIE MOYER~~  
FILED  
ALAMEDA COUNTY~~

FEB 04 2021  
CLERK OF THE SUPERIOR COURT  
By *[Signature]*  
Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

MCKINSEY & COMPANY, INC., UNITED STATES,

Defendant.

Case No.

*RG21087649*

FINAL JUDGMENT

Plaintiff, the People of the State of California ("Plaintiff" or the "People"), having filed its Complaint and appearing by and through Xavier Becerra, Attorney General of the State of California, and Defendant McKinsey and Company, Inc., United States (hereinafter referred to as "McKinsey" or "Defendant"), have stipulated ("Stipulation") to the entry of this Final Judgment ("Judgment") by the Court as follows:

The Judgment may be entered by any judge of the Alameda Superior Court;

Plaintiff has filed its Complaint in this matter pursuant to California Business and Professions Code sections 17200 et seq. and 17500 et seq.;

1 The terms of the Judgment shall be governed by the laws of the State of California; and,  
2 Plaintiff and Defendant (the "Parties"), by their counsel, have agreed to the entry of the  
3 Judgment by the Court without trial or adjudication of any issue of fact or law, and without  
4 finding or admission of wrongdoing or liability of any kind.

5 The Court having considered the pleadings and the Stipulation for Entry of Final  
6 Judgment ("Stipulation") executed by the Plaintiff and Defendant filed herewith, and good cause  
7 appearing,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

9 **I. PARTIES AND JURISDICTION**

- 10 1. The People of the State of California is Plaintiff in this case.  
11 2. Defendant is McKinsey and Company, Inc., United States.  
12 3. McKinsey is a privately owned entity headquartered in New York, N.Y. At all  
13 times relevant to this proceeding, McKinsey has transacted and continues to transact business  
14 throughout California, including in Alameda County.  
15 4. This Court has jurisdiction over the subject matter of this lawsuit and over all  
16 parties to this action, and venue is proper in this Court.  
17 5. This Judgment is entered into pursuant to and subject to California Business and  
18 Professions Code sections 17200 et seq. and 17500 et seq.

19 **II. DEFINITIONS**

- 20 6. As used in this Judgment, the following words or terms shall have the following  
21 meanings:  
22 A. "Covered Conduct" means any and all acts, failures to act, conduct, statements,  
23 errors, omissions, events, breaches of duty, services, advice, work, deliverables, engagements,  
24 transactions, or other activity of any kind whatsoever, occurring up to and including the  
25 Effective Date arising from or related in any way to (i) the discovery, development,  
26 manufacture, marketing, promotion, advertising, recall, withdrawal, distribution, monitoring,  
27 supply, sale, prescribing, reimbursement, use, regulation, or abuse of any opioid, or (ii) the  
28 treatment of opioid abuse or efforts to combat the opioid crisis, or (iii) the characteristics,

1 properties, risks, or benefits of any opioid, or (iv) the spoliation of any materials in connection  
2 with or concerning any of the foregoing.

3 B. "Effective Date" means the date on which a copy of the Judgment, duly  
4 executed by McKinsey and by the Signatory Attorney General, is approved by, and becomes a  
5 Judgment of the Court.

6 C. "McKinsey" means McKinsey & Company, Inc. United States, a Delaware  
7 Corporation, and all its current or former officers, directors, partners, employees,  
8 representatives, agents, affiliates, parents, subsidiaries, operating companies, predecessors,  
9 assigns and successors.

10 D. "Multistate Executive Committee" means the Attorneys General and staffs  
11 representing California, Colorado, Connecticut, Massachusetts, New York, North Carolina,  
12 Oregon, Oklahoma, Tennessee, and Vermont.

13 E. "Parties" means McKinsey and the Signatory Attorney General.

14 F. "Signatory Attorney General" means the Attorney General of California, or his  
15 authorized designee, who has agreed to this Judgment.

16 G. "Settling State" means the state that has agreed to this Judgment.

17 H. "State Consumer Protection Laws" means the consumer protection laws cited in  
18 footnote 1.<sup>1</sup>

19 <sup>1</sup> ALABAMA – Alabama Deceptive Trade Practices Act § 8-19-1 et seq. (2002);  
20 ALASKA – Alaska Unfair Trade Practices and Consumer Protection Act AS 45.50.471 –  
21 45.50.561; AMERICAN SAMOA – Consumer Protection Act, A.S.C.A. §§ 27.0401 et seq.;  
22 ARIZONA - Consumer Fraud Act, A.R.S. §44-1521 et seq.; ARKANSAS – Arkansas Deceptive  
23 Trade Practices Act, Ark. Code Ann. § 4-88-101, et seq.; CALIFORNIA – Bus. & Prof Code §§  
24 17200 et seq. and 17500 et seq.; COLORADO – Colorado Consumer Protection Act, Colo. Rev.  
25 Stat. § 6-1-101 et seq.; CONNECTICUT – Connecticut Unfair Trade Practices Act, Conn. Gen  
26 Stat. §§ 42-110a through 42-110q; DELAWARE – Delaware Consumer Fraud Act, Del. CODE  
27 ANN. tit. 6, §§ 2511 to 2527; DISTRICT OF COLUMBIA, District of Columbia Consumer  
28 Protection Procedures Act, D.C. Code §§ 28-3901 et seq.; FLORIDA – Florida Deceptive and  
Unfair Trade Practices Act, Part II, Chapter 501, Florida Statutes, 501.201 et. seq.; GEORGIA -  
Fair Business Practices Act, O.C.G.A. Sections 10-1-390 et seq.; GUAM - Trade Practices 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 –

1 I. 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 7. It is Ordered, Adjudged and Decreed 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.7.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 Kentucky Consumer Protection Act, KRS Ch. 367.110, et seq.; LOUISIANA – Unfair Trade-  
14 Practices and Consumer Protection Law, LSA-R.S. 51:1401, et seq.; MAINE – Unfair Trade  
15 Practices Act, 5 M.R.S.A. § 207 et seq.; MARYLAND - Maryland Consumer Protection Act, Md.  
16 Code Ann., Com. Law §§ 13-101 et seq.; MASSACHUSETTS – Mass. Gen. Laws c. 93A, §§ 2  
17 and 4; MICHIGAN – Michigan Consumer Protection Act, MCL § 445.901 et seq.; MINNESOTA  
18 – Minn. Stat. §§325D.44, 325F.69; MISSISSIPPI - Mississippi Consumer Protection Act, Miss.  
19 Code Ann. § 75-24-1, et seq.; MISSOURI – Missouri Merchandising Practices Act, Mo. Rev. Stat.  
20 §§ 407.010 et seq.; MONTANA – Montana Consumer Protection Act §§ 30-14-101 et seq.;  
21 NEBRASKA – Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 et seq. and Uniform  
22 Deceptive Trade Practices Act, Neb. Rev. Stat. §§ 87-301 et seq.; NEW HAMPSHIRE – NH  
23 RSA §358-A et seq; NEW JERSEY – New Jersey Consumer Fraud Act, NJSA 56:8-1 et seq.;  
24 NEW MEXICO – NMSA 1978, § 57-12-1 et seq.; NEW YORK – General Business Law Art. 22-  
25 A, §§ 349-50, and Executive Law § 63(12); NORTH CAROLINA – North Carolina Unfair and  
26 Deceptive Trade Practices Act, N.C.G.S. § 75-1.1, et seq.; NORTH DAKOTA – Unlawful Sales  
27 or Advertising Practices, N.D. Cent. Code § 51-15-02 et seq.; NORTHERN MARIANA  
28 ISLANDS – Consumer Protection Act, 4 N. Mar. I. Code §§ 5201 et seq.; OHIO – Ohio  
Consumer Sales Practices Act, R.C. 1345.01, et seq.; OKLAHOMA – Oklahoma Consumer  
Protection Act 15 O.S. §§ 751 et seq.; OREGON – Oregon Unlawful 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 engagement does not specifically relate to opioids or other opioid-based Schedule II or III  
2 controlled substances; or (2) health care providers, health plans, non-profit entities,  
3 governments, and quasi-governmental agencies, or any other client that is not a pharmaceutical  
4 manufacturer, for purposes of addressing a humanitarian health crisis, drug abuse prevention,  
5 treatment, and mitigation or abatement efforts, or other public health benefit;

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

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

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

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

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

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

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

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  
10 (or any government agency of the aforementioned) ("Government Client") to  
11 require a written disclosure of any material conflict ("Conflict Disclosure") when  
12 (A) responding in writing to a request for proposal; (B) formally proposing work;  
13 (C) tendering an engagement letter to a Government Client; or (D) beginning work  
14 for a Government Client in the absence of an engagement letter, proposal, or  
15 request for proposal, whichever occurs first ("Triggering Event").

16 2. A material conflict exists for purposes of this Section III.7.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  
20 perform for the Government Client, such that when McKinsey is working or has  
21 worked to advance the goals or interests of the industry client it is likely to harm  
22 the goals or 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  
25 would be otherwise required under this Section III.7.F for a new Government  
26 Client.

27 4. Nothing in this Section III.7.F shall supersede or affect any legal or  
28 contractual obligation McKinsey may have pertaining to confidentiality, conflicts,

1 or engagement of clients (“Client Obligations”). The Conflict Disclosure shall not  
2 require McKinsey to violate any confidentiality obligations McKinsey has with its  
3 clients, and McKinsey satisfies its obligations under this section by providing a  
4 Conflict Disclosure (A) identifying the relevant industry; and (B) generally  
5 describing the work McKinsey performs for its industry client (without identifying  
6 its client). If for whatever reason McKinsey determines that its Client Obligations  
7 preclude a Conflict Disclosure, McKinsey agrees to decline the work for the  
8 Government Client.

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

11 H. The foregoing injunctive terms may be amended by agreement between  
12 McKinsey and the Signatory Attorney General without this Court’s approval or amendment of  
13 this Judgment.

#### 14 **IV. PUBLIC ACCESS TO MCKINSEY DOCUMENTS**

15 8. It is further Ordered, Adjudged and Decreed that:

##### 16 **A. Documents Subject to Public Disclosure**

17 1. The following documents shall be produced by McKinsey to each Settling  
18 State and are subject to public disclosure in perpetuity as part of a document disclosure program,  
19 except for the redactions authorized by Section IV.8.B: All non-privileged documents McKinsey  
20 produced to any of the Settling States in response to investigative demands or other formal or  
21 informal requests related to opioids in 2019, 2020, or 2021, prior to the date of this Judgment, that  
22 fall within the following categories:

- 23 a. All communications with Purdue Pharma LP (“Purdue”);
- 24 b. All documents reflecting or concerning McKinsey’s work for  
25 Purdue;
- 26 c. All communications with Endo Pharmaceuticals (“Endo”), Johnson  
27 & Johnson, or Mallinckrodt Pharmaceuticals (“Mallinckrodt”)  
28 related to opioids; 7

- 1 d. All documents reflecting or concerning McKinsey's work related to  
2 opioids for Endo, Johnson & Johnson, or Mallinckrodt;  
3 e. All documents and communications sent or received by individual  
4 consultants agreed upon by McKinsey and the Settling States  
5 related to opioids or the opioid crisis;  
6 f. All documents listed by Bates number in Appendix A.

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

10 B. **Information That May Be Redacted.** The following categories of information  
11 are exempt from public disclosure:

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

20 2. Confidential personal information. "Confidential personal information"  
21 means individual Social Security or tax identification numbers, personal financial account  
22 numbers, passport numbers, driver license numbers, home addresses, home telephone numbers,  
23 personal email addresses, and other personally identifiable information protected by law from  
24 disclosure. "Confidential personal information" does not include the names of officers, directors,  
25 employees, agents, or attorneys of McKinsey, Purdue, Endo, Johnson & Johnson, or  
26 Mallinckrodt, or of a government agency.

27 3. Information that is inappropriate for public disclosure because it is subject  
28 to personal privacy interests recognized by law (e.g., HIPAA), or contractual rights of third



1 parties (including McKinsey's clients) that McKinsey may not abrogate. McKinsey shall make  
2 its best efforts to ensure that disclosure into the document repository is not limited or prohibited  
3 by contractual rights of Purdue with regard to any documents, or by contractual rights of Endo,  
4 Johnson & Johnson, or Mallinckrodt with regard to documents related to opioids.

5 4. Information regarding McKinsey partners' or employees' personal or  
6 professional matters unrelated to McKinsey or opioids, including but not limited to emails  
7 produced by McKinsey custodians discussing vacation or sick leave, family, or other personal  
8 matters.

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

10 1. Whenever a document contains information subject to a claim of  
11 exemption pursuant to Section IV.8.B, McKinsey shall produce the document in redacted form.  
12 Such redactions shall indicate that trade secret and/or private information, as appropriate, has  
13 been redacted. Redactions shall be limited to the minimum redactions possible to protect the  
14 legally recognized individual privacy interests and trade secrets identified above.

15 2. McKinsey shall produce to each Settling State a log noting each document  
16 redacted. The log shall also provide fields stating the basis for redacting the document, with  
17 sufficient detail to allow an assessment of the merits of the assertion. The log is subject to public  
18 disclosure in perpetuity. The log shall be produced simultaneously with the production of  
19 documents required by Section IV.8.F.

20 3. In addition to the redacted documents, McKinsey shall, upon any Settling  
21 State's request, also produce all documents identified in Section IV.8.A above in unredacted form  
22 to such Settling State at the same time. The redacted documents produced by McKinsey may be  
23 publicly disclosed in accordance with Section IV.8.E below. The unredacted documents  
24 produced by McKinsey to a Settling State shall be available only to such State unless McKinsey's  
25 claim of exemption under Section IV.8.B is successfully challenged in accordance with Section  
26 IV.8.C.4 or the trade secret designation expires in accordance with Section IV.8.D.

27 4. Anyone, including members of the public and the press, may challenge the  
28 appropriateness of redactions by providing notice to McKinsey and a Settling State, which

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

10           D.       **Review of Trade Secret Redactions.** Seven years after McKinsey completes  
11 the production of its documents in accordance with Section IV.8.F and upon notice by a Settling  
12 State, McKinsey shall review all trade secret assertions made in accordance with Section  
13 IV.8.B. The newly unredacted documents may then be publicly disclosed by a Settling State in  
14 accordance with Section IV.8.E. McKinsey shall produce to each Settling State an updated  
15 redaction log justifying its designations of the remaining trade secret redactions.

16           E.       **Public Disclosure through a Document Repository.** Each Settling State may  
17 publicly disclose all documents covered by Section IV.8.A through a public repository  
18 maintained by a governmental, non-profit, or academic institution. Each Settling State may  
19 specify the terms of any such repository's use of those documents, including allowing the  
20 repository to index and make searchable all documents subject to public disclosure, including  
21 the metadata associated with those documents. When providing the documents covered by  
22 Section IV.8.A to a public repository, no Settling State shall include or attach within the  
23 document set any characterization of the content of the documents. For the avoidance of doubt,  
24 nothing in this paragraph shall prohibit any Settling State from publicly discussing the  
25 documents covered by Section IV.8.A.

26           F.       **Timeline for Production.** McKinsey shall produce all documents required by  
27 Section IV.8.A within nine months from the Effective Date.

1 G. **Costs.** The Settling States may allocate funds from the Settlement to fund the  
2 allocable share of all reasonable costs and expenses associated with the public disclosure and  
3 storage of McKinsey's documents through any public repository.

4 **V. PAYMENT**

5 9. McKinsey shall pay a total amount of \$573,919,331 ("the Settlement Amount").  
6 Of the Settlement Amount, \$558,919,331 shall be allocated among the Settling States as agreed to  
7 by the Settling States. It is the intent of the Parties that the \$558,919,331 paid to the participating  
8 States will be used, to the extent practicable, to remediate the harms caused to the Settling States  
9 and their citizens by the opioid epidemic within each State and to recover the costs incurred by  
10 the Settling State in investigating and pursuing these claims.<sup>2</sup> McKinsey shall pay the  
11 \$15,000,000 balance of the Settlement Amount to the National Association of Attorneys General  
12 ("NAAG Fund"). The NAAG Fund shall be used: first, to reimburse NAAG for the costs and  
13 expenses of the States' opioid investigations in the amount of \$7,000,000 and second to  
14 reimburse participating States for documented costs and expenses associated with the  
15 investigation of McKinsey submitted by or before March 1, 2021, subject to reasonable  
16 parameters to be set by NAAG. The remaining balance of the NAAG Fund shall be used to fund  
17 the establishment of an online repository of opioid industry documents for the benefit of the  
18 public.

19 10. McKinsey shall pay a total amount of \$573,919,331 as follows: 1) the initial  
20 payment of \$478,266,111, including the \$15,000,000 payment to NAAG, shall be paid by 60 days  
21 after the Effective Date; 2) the second payment of \$23,913,305 shall be paid no later than one  
22 year from the date of the initial payment; 3) the third payment of \$23,913,305 shall be paid no  
23 later than two years from the date of the initial payment; 4) the fourth payment of \$23,913,305  
24 shall be paid no later than three years from the date of the initial payment; and 5) the fifth  
25 payment of \$23,913,305 shall be paid no later than four years from the date of the initial payment.

26 <sup>2</sup> The State of California's portion of the Settlement Amount is \$59,613,603.99.  
27 Defendant's payments to the State will first be used to pay any amounts due from the State to the  
28 United States as a result of the settlement. The remainder will be used by the State to support  
efforts to remediate the opioid crisis. These funds will supplement, and not supplant, other funds  
used for these purposes.



1 relevant, non-privileged, non-work product records and documents in the possession, custody, or  
2 control of McKinsey that relate to McKinsey's compliance with each provision of this Judgment  
3 pursuant to that State's CID or investigative subpoena authority.

4 16. The Signatory Attorney General may assert any claim that McKinsey has violated  
5 this Judgment in a separate civil action to enforce compliance with this Judgment, or may seek  
6 any other relief afforded by law for violations of the Judgment, but only after providing  
7 McKinsey an opportunity to respond to the notification described in paragraph 12 above;  
8 provided, however, that a Signatory Attorney General may take any action if the Signatory  
9 Attorney General believes that, because of the specific practice, a threat to the health or safety of  
10 the public requires immediate action.

#### 11 VII. RELEASE

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

24 18. Claims Not Covered: Notwithstanding any term of this Judgment, specifically  
25 reserved and excluded from the release in Paragraph 17 as to any entity or person, including  
26 Released Parties, are any and all of the following:

27 A. Any criminal liability that any person and/or entity, including Released Parties,  
28 has or may have to the State of California.



1           22. Any failure by any party to this Judgment to insist upon the strict performance by  
2 any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of  
3 the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right  
4 thereafter to insist upon the specific performance of any and all of the provisions of this  
5 Judgment.

6           23. Entire Agreement: The Stipulation and Judgment represent the full and complete  
7 terms of the settlement entered into by the Parties hereto, except as the Parties have otherwise  
8 agreed. In any action undertaken by the Parties, no prior versions of the Stipulation or this  
9 Judgment and no prior versions of any of its terms that were not entered by the Court in the  
10 Stipulation or this Judgment, may be introduced for any purpose whatsoever.

11           24. Jurisdiction: This Court retains jurisdiction of this Judgment and the Parties hereto  
12 for the purpose of enforcing and modifying this Judgment and for the purpose of granting such  
13 additional relief as may be necessary and appropriate.

14           25. If any provision of this Judgment shall be held unenforceable, the Judgment shall  
15 be construed as if such provision did not exist.

16           26. Notice: All Notices under this Judgment shall be provided to the following via  
17 email and Overnight Mail:

18 Defendant:

19 James Bernard  
20 Stroock & Stroock & Lavan LLP  
21 180 Maiden Lane  
22 New York, NY 10038  
23 jbernard@stroock.com

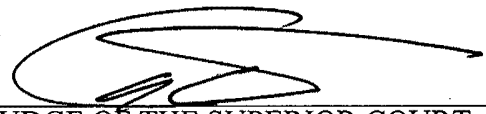
24 Signatory Attorney General:

25 Judith Fiorentini  
26 Supervising Deputy Attorney General  
27 Consumer Protection Section  
28 California Department of Justice  
600 West Broadway, Suite 1800  
San Diego, CA 92101  
judith.fiorentini@doj.ca.gov

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27. The Clerk is ordered to enter this Judgment forthwith.

Dated: Feb. 4, 2021



JUDGE OF THE SUPERIOR COURT

**Tara M. Desautels**



1 APPENDIX A

2	MCK-MAAG-1544652	MCK-MAAG-3222929	MCK-MAAG-0000842
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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

Case Number: RG21087649

Case name: THE PEOPLE OF THE STATE OF CALIFORNIA v. MCKINSEY & COMPANY,  
INC., UNITED STATES

DECLARATION OF SERVICE BY MAIL

I certify that I am not a party to this cause and that a true and correct copy of **Final Judgment** filed on February 4, 2021 was mailed first class, postage prepaid, in a sealed envelope, addressed as shown on the foregoing document or on the attached, and that the mailing of the foregoing and execution of this certificate occurred at 1221 Oak Street, Oakland, California.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 5, 2021.

Chad Finke, Executive Officer/Clerk of the Superior Court

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