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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, *ex rel.* ELLEN F.
ROSENBLUM, Attorney General for the state
of Oregon,

Plaintiff,

v.

MCKINSEY & COMPANY, INC.
UNITED STATES,

Defendant.

Case No.

STIPULATED GENERAL JUDGMENT

ORS 20.140 - State fees deferred at filing

Plaintiff, the State of Oregon (the “State” or “Plaintiff”) has filed a Complaint for a permanent injunction, damages and other relief in this matter pursuant to ORS 646.605 et seq., alleging that Defendant McKinsey & Company, Inc. United States (“McKinsey” or “Defendant”), committed violations of the Oregon Unlawful Trade Practices Act. Plaintiff, by its counsel, and McKinsey, by its counsel, have agreed to the entry of this Final Stipulated General Judgment (“Judgment”) by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

NOW THEREFORE, upon Judgment of the parties hereto, **IT IS HEREBY ORDERED**,
ADJUDGED AND DECREED AS FOLLOWS:

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1 **FINDINGS**

2 1.

3 For purposes of this proceeding only, this Court has jurisdiction over the subject matter
4 of this lawsuit and over the Parties (as defined below). This Judgment shall not be construed or
5 used as a waiver of any jurisdictional defense McKinsey may raise in any other proceeding.

6 2.

7 The terms of this Judgment shall be governed by the laws of the State of Oregon.

8 3.

9 Entry of this Judgment is in the public interest and reflects a negotiated agreement among the
10 Parties.

11 4.

12 The Parties have agreed to resolve the issues resulting from the Covered Conduct (as defined
13 below) by entering into this Judgment.

14 5.

15 McKinsey has cooperated with the Signatory Attorney General’s (as defined below)
16 investigation and is willing to enter into this Judgment regarding the Covered Conduct in order
17 to resolve the Signatory Attorney General’s claims and concerns under the Oregon Unlawful
18 Trade Practices Act as to the matters addressed in this Judgment and thereby avoid significant
19 expense, inconvenience, and uncertainty.

20 6.

21 “MultiState Executive Committee” means the Attorneys General and staffs representing
22 California, Colorado, Connecticut, Massachusetts, New York, North Carolina, Oregon,
23 Oklahoma, Tennessee, and Vermont.

24 7.

25 The Signatory Attorney General acknowledges McKinsey’s good faith and responsible
26 corporate citizenship in reaching this resolution.

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8.

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

9.

This Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to McKinsey in any other action, or of McKinsey's right to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or suits relating to the subject matter or terms of this Judgment. This Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, the Signatory Attorney General may file an action to enforce the terms of this Judgment.

10.

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

///

1 **DEFINITIONS**

2 The following definitions shall be used in construing the Judgment:

3 11.

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

13 (b) “Effective Date” means the date on which a copy of the Judgment, duly
14 executed by McKinsey and by the Signatory Attorney General, is approved by, and
15 becomes a Judgment of the Court.

16 (c) “McKinsey” means McKinsey & Company, Inc. United States, a Delaware
17 Corporation, and all its current or former officers, directors, partners, employees,
18 representatives, agents, affiliates, parents, subsidiaries, operating companies, predecessors,
19 assigns and successors.

20 (d) “Parties” means McKinsey and the Signatory Attorney General.

21 (e) “Signatory Attorney General” means the Attorney General of Oregon, or
22 her authorized designee, who has agreed to this Judgment.

23 (f) “Settling State” means the state that has agreed to this Judgment.

24 (g) “State Consumer Protection Laws” means the consumer protection laws
25
26

1 cited in footnote 1. ¹

2 ¹ALABAMA – Alabama Deceptive Trade Practices Act § 8-19-1 et seq. (2002); ALASKA –
3 Alaska Unfair Trade Practices and Consumer Protection Act AS 45.50.471 – 45.50.561;
4 AMERICAN SAMOA – Consumer Protection Act, A.S.C.A. §§ 27.0401 et seq.; ARIZONA -
5 Consumer Fraud Act, A.R.S. §44-1521 et seq.; ARKANSAS – Arkansas Deceptive Trade
6 Practices Act, Ark. Code Ann. § 4-88-101, et seq.; CALIFORNIA – Bus. & Prof Code §§ 17200
7 et seq. and 17500 et seq.; COLORADO – Colorado Consumer Protection Act, Colo. Rev. Stat. §
8 6-1-101 et seq.; CONNECTICUT – Connecticut Unfair Trade Practices Act, Conn. Gen Stat. §§
9 42-110a through 42-110q; DELAWARE – Delaware Consumer Fraud Act, Del. CODE ANN. tit.
10 6, §§ 2511 to 2527; DISTRICT OF COLUMBIA, District of Columbia Consumer Protection
11 Procedures Act, D.C. Code §§ 28-3901 et seq.; FLORIDA – Florida Deceptive and Unfair Trade
12 Practices Act, Part II, Chapter 501, Florida Statutes, 501.201 et. seq.; GEORGIA - Fair Business
13 Practices Act, O.C.G.A. Sections 10-1-390 et seq.; GUAM - Trade Practices and Consumer
14 Protection, 5 G.C.A. Ch. 32 et seq.; HAWAII – Uniform Deceptive Trade Practice Act, Haw.
15 Rev. Stat. Chpt. 481A and Haw. Rev. Stat. Chpt. 480; IDAHO – Idaho Consumer Protection Act,
16 Idaho Code § 48-601 et seq.; ILLINOIS – Consumer Fraud and Deceptive Business Practices
17 Act, 815 ILCS 505/2 et seq.; INDIANA – Deceptive Consumer Sales Act, Ind. Code §§ 24-5-
18 0.5-0.1 to 24-5-0.5-12; IOWA - Iowa Consumer Fraud Act, Iowa Code Section 714.16;
19 KANSAS - Kansas Consumer Protection Act, K.S.A. 50-623 et seq.; KENTUCKY – Kentucky
20 Consumer Protection Act, KRS Ch. 367.110, et seq.; LOUISIANA – Unfair Trade-Practices and
21 Consumer Protection Law, LSA-R.S. 51:1401, et seq.; MAINE – Unfair Trade Practices Act, 5
22 M.R.S.A. § 207 et seq.; MARYLAND - Maryland Consumer Protection Act, Md. Code Ann.,
23 Com. Law §§ 13-101 et seq.; MASSACHUSETTS – Mass. Gen. Laws c. 93A, §§ 2 and 4;
24 MICHIGAN – Michigan Consumer Protection Act, MCL § 445.901 et seq.; MINNESOTA –
25 Minn. Stat. §§325D.44, 325F.69; MISSISSIPPI - Mississippi Consumer Protection Act, Miss.
26 Code Ann. § 75-24-1, et seq.; MISSOURI – Missouri Merchandising Practices Act, Mo. Rev.
Stat. §§ 407.010 et seq.; MONTANA – Montana Consumer Protection Act §§ 30-14-101 et seq.;
NEBRASKA – Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 et seq. and Uniform
Deceptive Trade Practices Act, Neb. Rev. Stat. §§ 87-301 et seq.; NEW HAMPSHIRE – NH
RSA §358-A et seq.; NEW JERSEY – New Jersey Consumer Fraud Act, NJSA 56:8-1 et seq.;
NEW MEXICO – NMSA 1978, § 57-12-1 et seq.; NEW YORK – General Business Law Art.
22-A, §§ 349-50, and Executive Law § 63(12); NORTH CAROLINA – North Carolina Unfair
and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1, et seq.; NORTH DAKOTA – Unlawful
Sales or Advertising Practices, N.D. Cent. Code § 51-15-02 et seq.; NORTHERN MARIANA
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 (h) Any reference to a written document shall mean a physical paper copy of
2 the document, electronic version of the document, or electronic access to such document.

3 **INJUNCTIVE RELIEF**

4 It is ordered that:

5 12.

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

10 (b) Nothing in Section 12(a) above is intended to prohibit McKinsey from offering its
11 services to: (1) clients who, as part of their overall business, develop, manufacture, market,
12 promote, advertise, recall, withdraw, distribute, monitor, supply, sell or prescribe opioids
13 or other opioid-based Schedule II or III controlled substances, so long as the subject matter
14 of the engagement does not specifically relate to opioids or other opioid-based Schedule II
15 or III controlled substances; or (2) health care providers, health plans, non-profit entities,
16 governments, and quasi-governmental agencies, or any other client that is not a
17 pharmaceutical manufacturer, for purposes of addressing a humanitarian health crisis, drug
18 abuse prevention, treatment, and mitigation or abatement efforts, or other public health
19 benefit;

20 (c) Within eighteen months of the Effective Date for paragraph 4 below, and within
21 twenty-four months of the Effective Date for paragraphs 1-3 below, McKinsey shall
22 develop and implement a document retention policy that provides as follows:

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

25 2. Unless prohibited by state, federal, or foreign law, McKinsey shall require
26 its partners and employees, to the extent possible on a best-efforts basis, to create

1 and maintain a final working papers file (“Final Working Papers File”) relating to
2 client engagements on the Storage System. The Final Working Papers File shall
3 include, but not be limited to, letters of proposal, contracts, memoranda, invoices,
4 contracted deliverables, and close-out memoranda.

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

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

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

15 (d) McKinsey shall implement a written policy requiring the termination of any
16 employee that engages in the intentional spoliation of evidence for an improper purpose;

17 (e) In the next calendar year after the Effective Date, McKinsey shall include in the
18 annual acknowledgement that all McKinsey partners are required to certify a section
19 describing the terms and conditions of this Judgement, and McKinsey shall further hold
20 additional annual training for partners in the Pharmaceuticals & Medical Products practice
21 concerning the terms and conditions of this Judgement;

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

24 1. McKinsey agrees to revise its conflict policy pertaining to potential
25 engagements by any Settling State, county government, or municipal government
26 (or any government agency of the aforementioned) (“Government Client”) to

1 require a written disclosure of any material conflict (“Conflict Disclosure”) when
2 (A) responding in writing to a request for proposal; (B) formally proposing work;
3 (C) tendering an engagement letter to a Government Client; or (D) beginning work
4 for a Government Client in the absence of an engagement letter, proposal, or request
5 for proposal, whichever occurs first (“Triggering Event”).

6 2. A material conflict exists for purposes of this Paragraph 12(f) when, at the
7 time of any Triggering Event, McKinsey is advising or in the past three years has
8 previously advised an industry client on work which, in the view of a neutral and
9 detached observer, is or was materially adverse to the work McKinsey would
10 perform for the Government Client, such that when McKinsey is working or has
11 worked to advance the goals or interests of the industry client it is likely to harm
12 the goals or interests it is working to advance of the Government Client.

13 3. Within 90 days of the Effective Date, McKinsey shall review each current
14 engagement with a Government Client and provide a Conflict Disclosure where it
15 would be otherwise required under this Paragraph 12(f) for a new Government
16 Client.

17 4. Nothing in this Paragraph 12(f) shall supersede or affect any legal or
18 contractual obligation McKinsey may have pertaining to confidentiality, conflicts,
19 or engagement of clients (“Client Obligations”). The Conflict Disclosure shall not
20 require McKinsey to violate any confidentiality obligations McKinsey has with its
21 clients, and McKinsey satisfies its obligations under this section by providing a
22 Conflict Disclosure (A) identifying the relevant industry; and (B) generally
23 describing the work McKinsey performs for its industry client (without identifying
24 its client). If for whatever reason McKinsey determines that its Client Obligations
25 preclude a Conflict Disclosure, McKinsey agrees to decline the work for the
26 Government Client.

1 (g) McKinsey shall not use, assist, or employ any Third Party to engage in any activity
2 that McKinsey itself would be prohibited from engaging in pursuant to this Judgment.

3 (h) The foregoing injunctive terms may be amended by agreement between
4 McKinsey and Oregon without this Court's approval or amendment of this Judgment.

5 **PUBLIC ACCESS TO MCKINSEY DOCUMENTS**

6 12.

7 It is ordered that:

8 (a) Documents Subject to Public Disclosure

9 1. The following documents shall be produced by McKinsey to each Settling State
10 and are subject to public disclosure in perpetuity as part of a document disclosure
11 program, except for the redactions authorized by Section (b):

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

16 A. All communications with Purdue Pharma LP ("Purdue");

17 B. All documents reflecting or concerning McKinsey's work for
18 Purdue;

19 C. All communications with Endo Pharmaceuticals ("Endo"), Johnson
20 & Johnson, or Mallinckrodt Pharmaceuticals ("Mallinckrodt") related to
21 opioids;

22 D. All documents reflecting or concerning McKinsey's work related to
23 opioids for Endo, Johnson & Johnson, or Mallinckrodt;

24 E. All documents and communications sent or received by individual
25 consultants agreed upon by McKinsey and the Settling States related to
26 opioids or the opioid crisis;

1 F. All documents listed by Bates number in Appendix A.

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

5 (b) Information That May Be Redacted

6 The following categories of information are exempt from public disclosure:

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

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

24 3. Information that is inappropriate for public disclosure because it is subject to
25 personal privacy interests recognized by law (e.g., HIPAA), or contractual rights of
26 third parties (including McKinsey’s clients) that McKinsey may not abrogate.

1 McKinsey shall make its best efforts to ensure that disclosure into the document
2 repository is not limited or prohibited by contractual rights of Purdue with regard
3 to any documents, or by contractual rights of Endo, Johnson & Johnson, or
4 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
7 emails produced by McKinsey custodians discussing vacation or sick leave, family,
8 or other personal matters.

9 (c) Redaction of Documents Containing Protected Information

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

16 2. McKinsey shall produce to each Settling State a log noting each document
17 redacted. The log shall also provide fields stating the basis for redacting the
18 document, with sufficient detail to allow an assessment of the merits of the
19 assertion. The log is subject to public disclosure in perpetuity. The log shall be
20 produced simultaneously with the production of documents required by Section
21 12(f).

22 3. In addition to the redacted documents, McKinsey shall, upon any Settling State's
23 request, also produce all documents identified in Section 12(a) above in unredacted
24 form to such Settling State at the same time. The redacted documents produced by
25 McKinsey may be publicly disclosed in accordance with Section 12(e) below. The
26 unredacted documents produced by McKinsey to a Settling State shall be available

1 only to such State unless McKinsey's claim of exemption under Section 12(b) is
2 successfully challenged in accordance with Section 12(c)4 or the trade secret
3 designation expires in accordance with Section 12(d).

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

16 (d) Review of Trade Secret Redactions

17 Seven years after McKinsey completes the production of its documents in accordance with
18 Section 12(f) and upon notice by a Settling State, McKinsey shall review all trade secret
19 assertions made in accordance with Section 12(b). The newly unredacted documents may
20 then be publicly disclosed by a Settling State in accordance with Section 12(e). McKinsey
21 shall produce to each Settling State an updated redaction log justifying its designations of
22 the remaining trade secret redactions.

23 (e) Public Disclosure through a Document Repository

24 Each Settling State may publicly disclose all documents covered by Section 12(a) through
25 a public repository maintained by a governmental, non-profit, or academic institution.
26 Each Settling State may specify the terms of any such repository's use of those documents,

1 including allowing the repository to index and make searchable all documents subject to
2 public disclosure, including the metadata associated with those documents. When
3 providing the documents covered by Section 12(a) to a public repository, no Settling State
4 shall include or attach within the document set any characterization of the content of the
5 documents. For the avoidance of doubt, nothing in this paragraph shall prohibit any
6 Settling State from publicly discussing the documents covered by Section 12(a).

7 (f) Timeline for Production

8 McKinsey shall produce all documents required by Section 12(a) within nine months from
9 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 **PAYMENT**

15 13.

16 (a) McKinsey shall pay a total amount of \$573,919,331 ("the Settlement Amount").
17 Of the Settlement Amount, \$558,919,331 shall be allocated among the Settling States as
18 agreed to by the Settling States. It is the intent of the Parties that the \$558,919,331 paid to
19 the participating States will be used, to the extent practicable, to remediate the harms
20 caused to the Settling States and their citizens by the opioid epidemic within each State
21 and to recover the costs incurred by the Settling State in investigating and pursuing these
22 claims. McKinsey shall pay the \$15,000,000 balance of the Settlement Amount to the
23 National Association of Attorneys General ("NAAG Fund"). The NAAG Fund shall be
24 used: first, to reimburse NAAG for the costs and expenses of the States' opioid
25 investigations in the amount of \$7,000,000 and second to reimburse participating States
26 for documented costs and expenses associated with the investigation of McKinsey

1 submitted by or before March 1, 2021, subject to reasonable parameters to be set by
2 NAAG. The remaining balance of the NAAG Fund shall be used to fund the
3 establishment of an online repository of opioid industry documents for the benefit of the
4 public.

5 (b) McKinsey shall pay a total amount of \$573,919,331 as follows: 1) the initial
6 payment of \$478,266,111 including the \$15,000,000 payment to NAAG, shall be paid by
7 60 days after the Effective Date; 2) the second payment of \$23,913,305 shall be paid no
8 later than one year from the date of the initial payment; 3) the third payment of
9 \$23,913,305 shall be paid no later than two years from the date of the initial payment; 4)
10 the fourth payment of \$23,913,305 shall be paid no later than three years from the date of
11 the initial payment; and 5) the fifth payment of \$23,913,305 shall be paid no later than
12 four years from the date of the initial payment.²

13 (c) McKinsey will not seek indemnification from any entity with respect to this
14 Judgment, provided, however, that the foregoing limitation shall not be construed to
15 apply to any claim by McKinsey under any policies or contracts of insurance insuring
16 McKinsey.

17 ENFORCEMENT

18 14.

19 (a) For the purposes of resolving disputes with respect to compliance with this
20 Judgment, should any of the Signatory Attorneys General have a reasonable basis to
21 believe that McKinsey has engaged in a practice that violates a provision of this
22 Judgment subsequent to the Effective Date, then such Signatory Attorney General shall
23 notify McKinsey in writing of the specific objection, identify with particularity the
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25 ² The Oregon Attorney General's share of the \$573,919,331 payment is \$7,813,358, to be paid in
26 payments of \$6,476,183.53, \$334,293.72, \$334,293.72, \$334,293.72, and \$334,293.72 per the
schedule in paragraph 13(b) and shall be deposited into the Drug Treatment and Recovery Services
Fund account created by Ballot Measure 110 (2020), Section 5.

1 provision of this Judgment that the practice appears to violate, and give McKinsey 30
2 days to respond to the notification; provided, however, that a Signatory Attorney General
3 may take any action if the Signatory Attorney General believes that, because of the
4 specific practice, a threat to the health or safety of the public requires immediate action.

5 (b) Upon receipt of written notice, McKinsey shall provide a good faith written
6 response to the Signatory Attorney General's notification, containing either a statement
7 explaining why McKinsey believes it is in compliance with the Judgment, or a detailed
8 explanation of how the alleged violation occurred and a statement explaining how
9 McKinsey intends to remedy the alleged breach. Nothing in this section shall be
10 interpreted to limit the State of Oregon's civil investigative demand ("CID") or
11 investigative subpoena authority, to the extent such authority exists under applicable law,
12 and McKinsey reserves all of its rights in responding to a CID or investigative subpoena
13 issued pursuant to such authority.

14 (c) The Signatory Attorney General may agree, in writing, to provide McKinsey with
15 additional time beyond the 30 days to respond to a notice provided under section V.A.
16 above without Court approval.

17 (d) Upon giving McKinsey 30 days to respond to the notification described above,
18 the Signatory Attorney General shall also be permitted reasonable access to inspect and
19 copy relevant, non-privileged, non-work product records and documents in the
20 possession, custody, or control of McKinsey that relate to McKinsey's compliance with
21 each provision of this Judgment pursuant to that State's CID or investigative subpoena
22 authority.

23 (e) The Signatory Attorney General may assert any claim that McKinsey has violated
24 this Judgment in a separate civil action to enforce compliance with this Judgment, or may
25 seek any other relief afforded by law for violations of the Judgment, but only after
26 providing McKinsey an opportunity to respond to the notification described in paragraph

1 14(a) above; provided, however, that a Signatory Attorney General may take any action if
2 the Signatory Attorney General believes that, because of the specific practice, a threat to
3 the health or safety of the public requires immediate action.

4 **RELEASE**

5 15.

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

19 (b) Claims Not Covered: Notwithstanding any term of this Judgment, specifically
20 reserved and excluded from the release in Paragraph 15(a) as to any entity or person,
21 including Released Parties, are any and all of the following:

- 22 1. Any criminal liability that any person and/or entity, including Released
23 Parties, has or may have to the State of Oregon.
- 24 2. Any civil or administrative liability that any person and/or entity,
25 including Released Parties, has or may have to the State of Oregon not covered by
26 the release in Paragraph 15(a) above, including the following claims:

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- A. state or federal antitrust violations;
- B. any claims arising under state tax laws;
- C. any claims arising under state securities laws;
- D. any action to enforce this consent judgment and any subsequent related orders and judgments.

3. Any liability under the State of Oregon above-cited consumer protection laws which any person and/or entity, including Released Parties, has or may have to individual consumers. Nothing herein precludes the Released Party from asserting any claims or defenses that may be available to it under the law in any court action.

ADDITIONAL PROVISIONS

16.

- (a) Nothing in this Judgment shall be construed to authorize or require any action by McKinsey in violation of applicable federal, state, or other laws.
- (b) Modification. This Judgment may be modified by a stipulation of the Parties as approved by the Court, or by court proceedings resulting in a modified judgment of the Court, except to the extent as otherwise provided herein. For purposes of modifying this Judgment, McKinsey may contact any member of the MultiState Executive Committee for purposes of coordinating this process.
- (c) The acceptance of this Judgment by the State of Oregon shall not be deemed approval by the State of Oregon of any of McKinsey’s business practices. Further, neither McKinsey nor anyone acting on its behalf shall state or imply, or cause to be stated or implied, that the State of Oregon or any other governmental unit of Oregon has approved, sanctioned or authorized any practice, act, or conduct of McKinsey.
- (d) Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of

1 any of the provisions of this Judgment, and such party, notwithstanding such failure, shall
2 have the right thereafter to insist upon the specific performance of any and all of the
3 provisions of this Judgment.

4 (e) Entire Agreement: This Judgment represents the full and complete terms of the
5 settlement entered into by the Parties hereto, except as the parties have otherwise agreed.
6 In any action undertaken by the Parties, no prior versions of this Judgment and no prior
7 versions of any of its terms that were not entered by the Court in this Judgment, may be
8 introduced for any purpose whatsoever.

9 (f) Jurisdiction: This Court retains jurisdiction of this Judgment and the Parties hereto
10 for the purpose of enforcing and modifying this Judgment and for the purpose of granting
11 such additional relief as may be necessary and appropriate.

12 (g) If any provision of this Judgment shall be held unenforceable, the Judgment shall
13 be construed as if such provision did not exist.

14 (h) Counterparts: This Judgment may be executed in counterparts, and a facsimile or
15 .pdf signature shall be deemed to be, and shall have the same force and effect as, an original
16 signature.

17 (i) Notice: All Notices under this Judgment shall be provided to the following via
18 email and Overnight Mail:

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

23 Signatory Attorney General:
24 David Hart
25 Assistant Attorney General
26 100 SW Market Street
Portland, Oregon 97201
David.hart@doj.state.or.us

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2 **MONEY AWARD SUMMARY**

- 3
4 1) Judgment Creditor: State of Oregon, *ex rel.* Ellen F. Rosenblum,
Attorney General for the State of Oregon.
5
6 Address of Creditor: 1162 Court Street NE
Salem, OR 97301
7
8 2) Judgment Creditor's Attorney: David Hart, OSB002750
Assistant Attorney General
Oregon Department of Justice
9 100 SW Market Street
Portland, OR 97201
10
11 Phone Number of Creditor's Attorney: (971) 673-1880
12 3) Judgment Debtor: McKinsey & Company, Inc. United States
13 Address of Judgment Debtor: 711 Third Avenue, 4th Floor
New York, NY 10017
14 United States
15 a) Date of Birth: N/A
16 b) Tax Identification Number: N/A
17 c) Driver's License No: N/A State of Issuance: N/A
18 4) Judgment Debtor's Attorney: James Bernard
19 Strook
Address of Judgment Debtor's Attorney: 180 Maiden Lane
20 New York, NY 10038
21
22 5) Other persons or public body entitled to
any portion of payment made on judgment: None
23
24 6) Principal Amount of Judgment: \$7,813,358
25 7) Pre-judgment interest: None
26 8) Post-judgment interest: 9% (nine percent) per annum as per

ORS 82.010, commencing immediately after failure to pay timely pursuant to paragraph 39.

9) Costs, disbursements and attorney fees are awarded as follows:

- a) Attorney's Fees: \$0
- b) Costs and Disbursements: \$252 for filing fees pursuant to ORS 21.135

Submitted by:
David Hart
Assistant Attorney in Charge
Attorney for Plaintiffs

1 **IT IS SO STIPULATED:**

2 **For Defendant McKinsey & Company, Inc. United States**

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February 4, 2021

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

Date

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Approved as to form:

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Kim C. Stanger

By: _____

Date: February 3, 2021

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Kim Stanger (#051394)
Holland & Hart LLP
800 W. Main Street, Ste 1750
Boise, ID 83702
Ph (208) 383-3913
Kcstanger@hollandhart.com
Local Counsel

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1 **For the State of Oregon**

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By: _____

Date: February 4, 2021

5

David Hart, OSB #002750
Assistant Attorney in Charge
Financial Fraud/Consumer Protection Section
Oregon Department of Justice
100 SW Market Street
Portland, OR 97201
Tel. (971) 673-1880
Fax (971) 673-1884
Email: david.hart@doj.state.or.us

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1 **CERTIFICATE OF READINESS**

2 This proposed *Stipulated General Judgment* is ready for judicial signature because:

- 3 1. Each opposing party affected by this order has stipulated to the order, as shown
4 by each opposing party's signature on the document being submitted.
- 5 2. Each opposing party affected by this order has approved the order, as shown by
6 signature on the document being submitted or by written confirmation of approval
7 sent to me.
- 8 3. I have served a copy of this order on all parties entitled to service and provided
9 written notice of the objection period, and:
- 10 a. No objection has been served on me within that time frame.
- 11 b. I received objections that I could not resolve with the opposing party
12 despite reasonable efforts to do so. I have filed with the court a copy of the
13 objections I received and indicated which objections remain unresolved.
- 14 c. After conferring about objections, [*role and name of opposing party*]
15 agreed to file any remaining objection with the court by [*date*], which
16 predated my submission.
- 17 4. The relief sought is against an opposing party who has been found in default.
- 18 5. An order of default is being requested with this proposed judgment.
- 19 6. Service is not required by statute, rule, or otherwise.

20 DATED February 4, 2021

21 

22 David Hart, OSB #002750
23 Assistant Attorney in Charge
24 Tel. (971) 673-1880
25 Fax (971) 673-1888
26 Email: david.hart@doj.state.or.us
Of Attorneys for Plaintiff

1 Appendix A

2	MCK-MAAG-1544652	MCK-MAAG-2991109	MCK-MAAG-3796164
3	MCK-MAAG-1570202	MCK-MAAG-3040652	MCK-MAAG-3796165
4	MCK-MAAG-1571908	MCK-MAAG-3041706	MCK-MAAG-3804863
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2	MCK-MAAG-0019927	MCK-MAAG-0088172	MCK-MAAG-0112986
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2	MCK-MAAG-0124221	MCK-MAAG-0200329	MCK-MAAG-1056712
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3	MCK-MAAG-0128121	MCK-MAAG-0200333	MCK-MAAG-1056720
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	MCK-MAAG-0159327	MCK-MAAG-1027539	
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	MCK-MAAG-0160262	MCK-MAAG-1038327	
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