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11 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
 12 **IN AND FOR THE COUNTY OF MARICOPA**

13 STATE OF ARIZONA, *ex rel.* MARK  
 14 BRNOVICH, Attorney General,  
 15  
 16 Plaintiff,  
 17  
 18 v.  
 19 MCKINSEY & COMPANY., INC., UNITED  
 20 STATES,  
 21  
 22 Defendant.

Case No. CV2021-001986

**FINAL CONSENT JUDGMENT/  
 CONSENT ORDER**

(Assigned to the Hon. Michael W. Kemp)

23 Plaintiff, the State of Arizona (the “State” or “Plaintiff”) has filed a Complaint for a  
 24 permanent injunction, damages and other relief in this matter pursuant to Arizona Revised  
 25 Statutes (“A.R.S.”) §§ 44-1521 – 1534 alleging that Defendant McKinsey & Company, Inc.  
 26 United States (“McKinsey” or “Defendant”), committed violations of the Arizona Consumer  
 27 Fraud Act. Plaintiff, by its counsel, and McKinsey, by its counsel, have agreed to the entry of  
 28 this Final Consent Judgment/Consent Order (“Judgment/Order”) by the Court without trial or

1 adjudication of any issue of fact or law, and without finding or admission of wrongdoing or  
2 liability of any kind.

3 **IT IS HEREBY ORDERED THAT:**

4 **I. FINDINGS**

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

9 B. The terms of this Judgment/Order shall be governed by the laws of the State of  
10 Arizona.

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

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

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

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

23 G. The Signatory Attorney General acknowledges McKinsey's good faith and  
24 responsible corporate citizenship in reaching this resolution.

25 H. McKinsey is entering into this Judgment/Order solely for the purpose of  
26 settlement, and nothing contained herein may be taken as or construed to be an admission or  
27 concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of  
28 any liability or wrongdoing, all of which McKinsey expressly denies. McKinsey does not admit

1 any violation of the State Consumer Protection Laws (as defined below) and set forth in footnote  
2 1 and does not admit any wrongdoing that was or could have been alleged by the Signatory  
3 Attorney General before the date of the Judgment/Order. No part of this Judgment/Order,  
4 including its statements and commitments, shall constitute evidence of any liability, fault, or  
5 wrongdoing by McKinsey.

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

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

## 20 II. DEFINITIONS

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

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/Order, duly  
4 executed by McKinsey and by the Signatory Attorney General, is approved by, and becomes a  
5 Judgment/Order 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. “Parties” means McKinsey and the Signatory Attorney General.

11 E. “Signatory Attorney General” means the Attorney General of Arizona, or his  
12 authorized designee, who has agreed to this Judgment/Order.

13 F. “Settling State” means the state that has agreed to this Judgment/Order.

14 G. “State Consumer Protection Laws” means the consumer protection laws cited in  
15 footnote 1.<sup>1</sup>

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

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  
8 Consumer Protection Act, KRS Ch. 367.110, et seq.; LOUISIANA – Unfair Trade-Practices and  
9 Consumer Protection Law, LSA-R.S. 51:1401, et seq.; MAINE – Unfair Trade Practices Act, 5  
10 M.R.S.A. § 207 et seq.; MARYLAND - Maryland Consumer Protection Act, Md. Code Ann.,  
11 Com. Law §§ 13-101 et seq.; MASSACHUSETTS – Mass. Gen. Laws c. 93A, §§ 2 and 4;  
12 MICHIGAN – Michigan Consumer Protection Act, MCL § 445.901 et seq.; MINNESOTA –  
13 Minn. Stat. §§325D.44, 325F.69; MISSISSIPPI - Mississippi Consumer Protection Act, Miss.  
14 Code Ann.§ 75-24-1, et seq.; MISSOURI – Missouri Merchandising Practices Act, Mo. Rev.  
15 Stat. §§ 407.010 et seq.; MONTANA – Montana Consumer Protection Act §§ 30-14-101 et seq.;  
16 NEBRASKA – Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 et seq. and Uniform  
17 Deceptive Trade Practices Act, Neb. Rev. Stat. §§ 87-301 et seq.;; NEW HAMPSHIRE – NH  
18 RSA §358-A et seq; NEW JERSEY – New Jersey Consumer Fraud Act, NJSA 56:8-1 et seq.;;  
19 NEW MEXICO – NMSA 1978, § 57-12-1 et seq.; NEW YORK – General Business Law Art.  
20 22-A, §§ 349-50, and Executive Law § 63(12); NORTH CAROLINA – North Carolina Unfair  
21 and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1, et seq.; NORTH DAKOTA – Unlawful  
22 Sales or Advertising Practices, N.D. Cent. Code § 51-15-02 et seq.; NORTHERN MARIANA  
23 ISLANDS – Consumer Protection Act, 4 N. Mar. I. Code §§ 5201 et seq.; OHIO – Ohio  
24 Consumer Sales Practices Act, R.C. 1345.01, et seq.; OKLAHOMA – Oklahoma Consumer  
25 Protection Act 15 O.S. §§ 751 et seq.; OREGON – Oregon Unlawful Trade Practices Act, Or.  
26 Rev. Stat. § 646.605 et seq.; PENNSYLVANIA – Pennsylvania Unfair Trade Practices and  
27 Consumer Protection Law, 73 P.S. 201-1 et seq.; PUERTO RICO – Puerto Rico Antitrust Act,  
28 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 sale, prescribing, use or abuse of any Opioid or other opioid-based Schedule II or III controlled  
2 substance;

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

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

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

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

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

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

27 5. Nothing in this section shall prevent McKinsey from: (a) deleting  
28 documents or data as required by any state, federal, or foreign law or regulation, or (b) deleting

1 documents or data as contractually required by a third party where such contractual requirement  
2 is reasonably necessary to allow the third party to comply with any state, federal, or foreign law  
3 or regulation.

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

6 E. In the next calendar year after the Effective Date, McKinsey shall include in the  
7 annual acknowledgement that all McKinsey partners are required to certify a section describing  
8 the terms and conditions of this Judgment/Order, and McKinsey shall further hold additional  
9 annual training for partners in the Pharmaceuticals & Medical Products practice concerning the  
10 terms and conditions of this Judgment/Order;

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

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

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

28 . . .

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

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

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

16           H.       The foregoing injunctive terms may be amended by agreement between McKinsey  
17 and Arizona without this Court's approval or amendment of this Judgment/Order.

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

19 It is ordered that:

##### 20           A.       Documents Subject to Public Disclosure

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

24                   All non-privileged documents McKinsey produced to any of the Settling States in  
25 response to investigative demands or other formal or informal requests related to opioids in  
26 2019, 2020, or 2021, prior to the date of this Judgment/Order, that fall within the following  
27 categories:

28                   a.       All communications with Purdue Pharma LP ("Purdue");



1                   b. All documents reflecting or concerning McKinsey's work for  
2 Purdue;

3                   c. All communications with Endo Pharmaceuticals (“Endo”), Johnson  
4 & Johnson, or Mallinckrodt Pharmaceuticals (“Mallinckrodt”) related to opioids;

5                   d. All documents reflecting or concerning McKinsey’s work related to  
6 opioids for Endo, Johnson & Johnson, or Mallinckrodt;

7                   e. All documents and communications sent or received by individual  
8 consultants agreed upon by McKinsey and the Settling States related to opioids or the opioid  
9 crisis;

10                  f. All documents listed by Bates number in Appendix A.

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

14                  B. Information That May Be Redacted

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

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

24                  2. Confidential personal information. “Confidential personal information”  
25 means individual Social Security or tax identification numbers, personal financial account  
26 numbers, passport numbers, driver license numbers, home addresses, home telephone numbers,  
27 personal email addresses, and other personally identifiable information protected by law from  
28 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  
4 to personal privacy interests recognized by law (e.g., HIPAA), or contractual rights of third  
5 parties (including McKinsey's clients) that McKinsey may not abrogate. McKinsey shall make  
6 its best efforts to ensure that disclosure into the document repository is not limited or prohibited  
7 by 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  
25 State's request, also produce all documents identified in Section IV.A above in unredacted form  
26 to such Settling State at the same time. The redacted documents produced by McKinsey may be  
27 publicly disclosed in accordance with Section IV.E below. The unredacted documents produced  
28 by McKinsey to a Settling State shall be available only to such State unless McKinsey's claim

1 of exemption under Section IV.B is successfully challenged in accordance with Section IV.C.4  
2 or the trade secret designation expires in accordance with Section IV.D.

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

#### 14 D. Review of Trade Secret Redactions

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

#### 21 E. Public Disclosure through a Document Repository

22 Each Settling State may publicly disclose all documents covered by Section IV.A through a  
23 public repository maintained by a governmental, non-profit, or academic institution. Each  
24 Settling State may specify the terms of any such repository's use of those documents, including  
25 allowing the repository to index and make searchable all documents subject to public disclosure,  
26 including the metadata associated with those documents. When providing the documents  
27 covered by Section IV.A to a public repository, no Settling State shall include or attach within  
28 the document set any characterization of the content of the documents. For the avoidance of

1 doubt, nothing in this paragraph shall prohibit any Settling State from publicly discussing the  
2 documents covered by Section IV.A.

3 F. Timeline for Production

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

6 G. Costs

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

10 **V. PAYMENT**

11 A. McKinsey shall pay a total amount of \$573,919,331 ("the Settlement Amount").  
12 Of the Settlement Amount, \$558,919,331 shall be allocated among the Settling States as agreed  
13 to by the Settling States. It is the intent of the Parties that the \$558,919,331 paid to the  
14 participating States will be used, to the extent practicable, to remediate the harms caused to the  
15 Settling States and their citizens by the opioid epidemic within each State and to recover the  
16 costs incurred by the Settling State in investigating and pursuing these claims.<sup>2</sup> McKinsey shall  
17 pay the \$15,000,000 balance of the Settlement Amount to the National Association of Attorneys  
18 General ("NAAG Fund"). The NAAG Fund shall be used: first, to reimburse NAAG for the  
19 costs and expenses of the States' opioid investigations in the amount of \$7,000,000 and second  
20 to reimburse participating States for documented costs and expenses associated with the  
21

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22 <sup>2</sup> The State of Arizona's settlement amount is \$13,350,614.04. Payments made to the State of  
23 Arizona shall be deposited by the Arizona Attorney General into an interest-bearing account  
24 within the Consumer Restitution and Remediation Revolving Fund pursuant to A.R.S. § 44-  
25 1531.02(C). The Arizona Attorney General, for a period of twenty months from the Effective  
26 Date, shall have the sole discretion to direct how and when the funds paid by McKinsey are  
27 used, provided that any such use must be in line with the remediation purposes in Section V.A.  
28 and be approved by the Joint Legislative Budget Committee, pursuant to A.R.S. § 44-  
1531.02(C). Any remaining funds after the twenty months have passed since the Effective Date  
are subject to legislative appropriation, provided that the funds are strictly used as specified in  
the remediation purposes in Section V.A.

1 investigation of McKinsey submitted by or before March 1, 2021, subject to reasonable  
2 parameters to be set by NAAG. The remaining balance of the NAAG Fund shall be used to fund  
3 the 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 60  
7 days after the Effective Date; 2) the second payment of \$23,913,305 shall be paid no later than  
8 one year from the date of the initial payment; 3) the third payment of \$23,913,305 shall be paid  
9 no later than two years from the date of the initial payment; 4) the fourth payment of  
10 \$23,913,305 shall be paid no later than three years from the date of the initial payment; and 5)  
11 the fifth payment of \$23,913,305 shall be paid no later than four years from the date of the initial  
12 payment.

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

## 16 VI. ENFORCEMENT

17 A. For the purposes of resolving disputes with respect to compliance with this  
18 Judgment/Order, should any of the Signatory Attorneys General have a reasonable basis to  
19 believe that McKinsey has engaged in a practice that violates a provision of this Judgment/Order  
20 subsequent to the Effective Date, then such Signatory Attorney General shall notify McKinsey  
21 in writing of the specific objection, identify with particularity the provision of this  
22 Judgment/Order that the practice appears to violate, and give McKinsey 30 days to respond to  
23 the notification; provided, however, that a Signatory Attorney General may take any action if the  
24 Signatory Attorney General believes that, because of the specific practice, a threat to the health  
25 or safety of the public requires immediate action.

26 B. Upon receipt of written notice, McKinsey shall provide a good faith written  
27 response to the Signatory Attorney General's notification, containing either a statement  
28 explaining why McKinsey believes it is in compliance with the Judgment/Order, or a detailed

1 explanation of how the alleged violation occurred and a statement explaining how McKinsey  
2 intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the  
3 State of Arizona’s civil investigative demand (“CID”) or investigative subpoena authority, to the  
4 extent such authority exists under applicable law, and McKinsey reserves all of its rights in  
5 responding to a CID or investigative subpoena issued pursuant to such authority.

6 C. The Signatory Attorney General may agree, in writing, to provide McKinsey with  
7 additional time beyond the 30 days to respond to a notice provided under section V.A. above  
8 without Court approval.

9 D. Upon giving McKinsey 30 days to respond to the notification described above, the  
10 Signatory Attorney General shall also be permitted reasonable access to inspect and copy  
11 relevant, non-privileged, non-work product records and documents in the possession, custody, or  
12 control of McKinsey that relate to McKinsey's compliance with each provision of this  
13 Judgment/Order pursuant to that State's CID or investigative subpoena authority.

14 E. The Signatory Attorney General may assert any claim that McKinsey has violated  
15 this Judgment/Order in a separate civil action to enforce compliance with this Judgment/Order,  
16 or may seek any other relief afforded by law for violations of the Judgment/Order, but only after  
17 providing McKinsey an opportunity to respond to the notification described in paragraph V.A.  
18 above; provided, however, that a Signatory Attorney General may take any action if the  
19 Signatory Attorney General believes that, because of the specific practice, a threat to the health  
20 or safety of the public requires immediate action.

## 21 VII. RELEASE

22 A. Released Claims. By its execution of this Judgment/Order, the State of Arizona  
23 releases and forever discharges McKinsey and its past and present officers, directors, partners,  
24 employees, representatives, agents, affiliates, parents, subsidiaries, operating companies,  
25 predecessors, assigns and successors (collectively, the “Releasees”) from the following: all  
26 claims the Signatory Attorney General is authorized by law to bring arising from or related to  
27 the Covered Conduct, including, without limitation, any and all acts, failures to act, conduct,  
28 statements, errors, omissions, breaches of duty, services, advice, work, engagements, events,

1 transactions or other activity of any kind whatsoever occurring up to and including the effective  
2 date of the Judgment/Order. Released claims will include, without limitation, claims that were or  
3 could have been brought by a Settling State under its State's consumer protection and unfair  
4 trade practices law, RICO laws, false claims laws and claims for public nuisance, together with  
5 any related common law and equitable claims for damages or other relief.

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

9 1. Any criminal liability that any person and/or entity, including Released  
10 Parties, has or may have to the State of Arizona.

11 2. Any civil or administrative liability that any person and/or entity, including  
12 Released Parties, has or may have to the State of Arizona not covered by the release in  
13 Paragraph V.A above, including the following claims:

14 a. state or federal antitrust violations;  
15 b. any claims arising under state tax laws;  
16 c. any claims arising under state securities laws;  
17 d. any action to enforce this consent judgment and any subsequent  
18 related orders and judgments.

19 3. Any liability under the State of Arizona above-cited State Consumer  
20 Protection Laws which any person and/or entity, including Released Parties, has or may have to  
21 individual consumers. Nothing herein precludes the Released Party from asserting any claims or  
22 defenses that may be available to it under the law in any court action.

### 23 **VIII. ADDITIONAL PROVISIONS**

24 A. Nothing in this Judgment/Order shall be construed to authorize or require any  
25 action by McKinsey in violation of applicable federal, state, or other laws.

26 B. Modification. This Judgment/Order may be modified by a stipulation of the  
27 Parties as approved by the Court, or by court proceedings resulting in a modified judgment of  
28 the Court, except to the extent as otherwise provided herein. For purposes of modifying this

1 Judgment/Order, McKinsey may contact any member of the Multi-State Executive Committee  
2 for purposes of coordinating this process.

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

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

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

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

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

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

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

28 . . .



1 Defendant:

2

3 c/o James Bernard, Esq.  
4 Stroock & Stroock & Lavan LLP  
5 180 Maiden Lane  
6 New York, NY 10038

7 Signatory Attorney General:

8 Matthew du Mée  
9 Consumer Litigation Unit Chief  
10 Office of the Arizona Attorney General  
11 2005 N. Central Ave.  
12 Phoenix, AZ 85004  
13 mdumee@azag.gov  
14 consumer@azag.gov

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1 J. This Consent Judgment resolves all outstanding claims expressly identified in the  
2 Complaint as to McKinsey. As no further matters remain pending, this is a final judgment  
3 entered pursuant to Ariz. R. Civ. P. 54(c).


4 **APPROVAL BY COURT**

5 APPROVED FOR FILING and SO ORDERED this \_\_\_\_ day of \_\_\_\_, 2021  
6  
7  
8

9 \_\_\_\_\_  
10 Honorable Michael W. Kemp  
11 Maricopa County Superior Court

12 **Approved:**


13 For Defendant McKinsey & Company, Inc. United States

14   
15 \_\_\_\_\_  
16 Jonathan Slonim  
17 Assistant Secretary  
18 McKinsey & Company, Inc. United States

19 February 4, 2021  
20 \_\_\_\_\_  
21 Date

22   
23 \_\_\_\_\_  
24 Madelaine Berg  
25 Stroock & Stroock & Lavan LLP  
26 180 Maiden Lane  
27 New York, NY 10038  
28 Phone: (212) 806-5823  
mberg@stroock.com

February 4, 2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Matthew du Mée  
Assistant Attorney General

February 4, 2021  
\_\_\_\_\_  
Date

**Appendix A**

1			
2			
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28			

# eSignature Page 1 of 1

Filing ID: 12541291 Case Number: CV2021-001986  
Original Filing ID: 12515535

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Granted with Modifications



/S/ Michael Kemp Date: 2/12/2021  
Judicial Officer of Superior Court



**ENDORSEMENT PAGE**

CASE NUMBER: CV2021-001986

SIGNATURE DATE: 2/12/2021

E-FILING ID #: 12541291

FILED DATE: 2/18/2021 8:00:00 AM

JENNIFER LYNN BONHAM

MCKINSEY & COMPANY INC UNITED STATES  
711 3RD AVE FL 4 NEW YORK NY 10017

COURT ADMIN-CIVIL-ARB DESK

DOCKET-CIVIL-CCC