

# **EXHIBIT A**

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE: MCKINSEY & CO., INC.  
NATIONAL PRESCRIPTION OPIATE  
CONSULTANT LITIGATION

This Document Relates to:  
ALL THIRD PARTY PAYOR ACTIONS

Case No. 21-md-02996-CRB (SK)

**AMENDMENT TO SETTLEMENT  
AGREEMENT AMONG THIRD PARTY  
PAYORS AND MCKINSEY DEFENDANTS**

1 WHEREAS, on December 18, 2023, a Settlement Agreement (hereinafter, “Agreement”)  
2 was entered into by and between Defendants McKinsey & Company, Inc., McKinsey Holdings,  
3 Inc., McKinsey & Company, Inc. United States, and McKinsey & Company, Inc. Washington  
4 D.C. (“Defendants”), and Settlement Class Counsel for Third Party Payors, both individually and  
5 on behalf of the Class in the above-captioned action (“the Parties”);

6 WHEREAS, on December 29, 2023, the Agreement was filed on the public docket for  
7 this action at ECF No. 645-2;

8 WHEREAS, sec. IX ¶ 5 of the Agreement provides for modifications or amendments  
9 to the Agreement;

10 THEREFORE, the Parties hereby agree to amend the Agreement as follows:

11 Sec. IV ¶ 2 is amended (in underline) as follows:

12 Unless the Settling Parties agree otherwise, Defendants shall pay by wire transfer a portion of  
13 the Settlement Amount sufficient to cover the Notice and Administrative Costs, but in no  
14 event greater than \$1,000,000.00, into an escrow account at the Escrow Agent (the “Escrow  
15 Account”) within fourteen calendar days of the later of (i) Preliminary Approval of the  
16 Settlement Agreement, or (ii) Defendants’ receipt of the information and instructions required  
17 to effectuate the wire transfer. Defendants shall pay by wire transfer the remainder of the  
18 Settlement Amount (\$78,000,000 less any amount previously transferred into the Escrow  
19 Account to cover Notice and Administrative Costs) into the Escrow Account within fourteen  
20 calendar days of Final Approval of the Settlement Agreement.

21 Sec. V ¶ 2 is amended (in underline) as follows:

22 **“Disbursements Prior to Effective Date.** Unless otherwise agreed to by the Settling Parties,  
23 no amount may be disbursed from the Gross Settlement Fund until the Effective Date, except  
24 that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid  
25 from the Gross Settlement Fund as they become due; (b) Taxes and Tax Expenses (as defined  
26 in ¶ IV(5)(e) above) may be paid from the Gross Settlement Fund as they become due; and (c)  
27 attorneys’ fees and reimbursement of litigation costs and expenses may be paid, as may be  
28 ordered by the Court after Final Approval (and may be disbursed during the pendency of any

1 appeals which may be taken).”

2 Sec. V ¶ 4(a) is amended (in underline) as follows:

3 “Unless the Settling Parties agree otherwise, upon the Effective Date and thereafter, and in  
4 accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s)  
5 of the Court as may be necessary or as circumstances may require, the Net Settlement Fund  
6 shall be distributed to Class Members.”

7 Sec. V ¶ 4(b) is amended (in underline) as follows:

8 “The Net Settlement Fund shall be distributed to Class Members in accordance with the Plan  
9 of Allocation to be approved by the Court. Unless the Settling Parties agree otherwise, no  
10 funds from the Net Settlement Fund shall be distributed until after the Effective Date.”

11 IN WITNESS WHEREOF, the parties hereto, through their fully authorized  
12 representatives, have executed this Amendment to the Agreement as of the date last written below.

13  
14 Dated: April \_\_, 2024

SETTLEMENT CLASS COUNSEL, on behalf of Third Party  
Payor Plaintiffs individually and on behalf of the Third Party  
Payor Class

15  
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*Signing as Court-Appointed Plaintiffs’ Lead Counsel*

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Dated: April \_\_, 2024

McKinsey & Company, Inc., McKinsey Holdings, Inc., McKinsey & Company, Inc. United States, and McKinsey & Company, Inc. Washington D.C.

DocuSigned by:  
By: Veronica Ip  
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Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_