EXHIBIT A

I	Case 3:21-md-02996-CRB Document 6	699-1 Filed 04/05/24 Page 2 of 5		
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8	UNITED STATES DISTRICT COURT			
9	NORTHERN DISTRICT OF CALIFORNIA			
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11	IN RE: MCKINSEY & CO., INC. NATIONAL PRESCRIPTION OPIATE	Case No. 21-md-02996-CRB (SK)		
12	CONSULTANT LITIGATION	AMENDMENT TO SETTLEMENT AGREEMENT AMONG THIRD PARTY		
13	This Document Relates to:	PAYORS AND MCKINSEY DEFENDANTS		
14	ALL THIRD PARTY PAYOR ACTIONS			
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I

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 \P 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 Dated: April, 2024 SETTLEMENT CLASS COUNSEL, on behalf of "Third Party Payor Class 14 Dated: April, 2024 SETTLEMENT CLASS COUNSEL, on behalf of the Third Party Payor Class 15 Paul J. Geller RUDMAN & DOWD, LLP 225 NE Mizner Boulevard, Suite 720 16 By:				
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 representatives, have executed this Amendment to the Agreement as of the date last written below. 13 Dated: April, 2024 SETTLEMENT CLASS COUNSEL, on behalf of Third Party Payor Class 16 By:	1	appeals which may be taken)."		
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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 Dated: April, 2024 14 SETTLEMENT CLASS COUNSEL, on behalf of Third Party Payor Class 16 By:faul Allur	5	of the Court as may be necessary or as circumstances may require, the Net Settlement Fund		
 "The Net Settlement Fund shall be distributed to Class Members in accordance with the Plan of Allocation to be approved by the Court. <u>Unless the Settling Parties agree otherwise</u>, no funds from the Net Settlement Fund shall be distributed until after the Effective Date." IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have executed this Amendment to the Agreement as of the date last written below. Dated: April, 2024 SETTLEMENT CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and on behalf of the Third Party Payor Class By:Paul J. Getterscorrenzeta. Paul J. Getterscorrenzeta. Paul J. Getterscorrenzeta. Paul J. Getterscorrenzeta. By:Paul J. Getterscorrenzeta. By:Paul J. Getterscorrenzeta. By:	6	shall be distributed to Class Members."		
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 Dated: April, 2024 14 SETTLEMENT CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and on behalf of the Third Party Payor Class 16 By:	7	Sec. V \P 4(b) is amended (in underline) as follows:		
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 Dated: April, 2024 14 Dated: April, 2024 15 SETTLEMENT CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and on behalf of the Third Party Payor Class 16 By:	8	"The Net Settlement Fund shall be distributed to Class Members in accordance with the Plan		
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 Dated: April _, 2024 14 Dated: April _, 2024 15 By: 16 By: 17 Paul J. Geller 18 ROBBINS GELLER RUDMAN & DOWD, LLP 19 Boca Raton, FL 33432 10 Telephone: (561) 750-3000 21 By: Elizabeth J. Cabraser 22 Elizabeth J. Cabraser Elizabeth J. Cabraser 23 Elizabeth J. Cabraser Elizabeth J. Cabraser 24 275 Battery Street, 29th Floor 25 Signing as Court-Appointed Plaintiffs' Lead Counsel 26 Signing as Court-Appointed Plaintiffs' Lead Counsel	9	of Allocation to be approved by the Court. <u>Unless the Settling Parties agree otherwise</u> , no		
12 representatives, have executed this Amendment to the Agreement as of the date last written below. 13 Dated: April _, 2024 SETTLEMENT CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and on behalf of the Third Party Payor Class 16 By:	10	funds from the Net Settlement Fund shall be distributed until after the Effective Date."		
13 Dated: April, 2024 SETTLEMENT CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and on behalf of the Third Party Payor Class 15 By:	11	IN WITNESS WHEREOF, the parties hereto, through their fully authorized		
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 By:	12	representatives, have executed this Amendment to the Agreement as of the date last written below.		
14 Payor Plaintiffs individually and on behalf of the Third Party 15 Payor Class 16 By:	13			
15 By:	14	Payor Plaintiffs individually and on behalf of the Third Party		
17 Paul J. Geller 18 Paul J. Geller 19 225 NE Mizner Boulevard, Suite 720 19 Boca Raton, FL 33432 10 Telephone: (561) 750-3000 11 By: 12 Elizabeth J. Cabraser 13 Elizabeth J. Cabraser 14 CA2820E1A978449 17 Elizabeth J. Cabraser 18 CA2820E1A978449 19 275 Battery Street, 29th Floor 26 Signing as Court-Appointed Plaintiffs' Lead Counsel 27 Signing as Court-Appointed Plaintiffs' Lead Counsel	15			
 Paul J. Geller ROBBINS GELLER RUDMAN & DOWD, LLP 225 NE Mizner Boulevard, Suite 720 Boca Raton, FL 33432 Telephone: (561) 750-3000 By:	16			
18 ROBBINS GELLER RUDMAN & DOWD, LLP 19 225 NE Mizner Boulevard, Suite 720 19 Boca Raton, FL 33432 20 Telephone: (561) 750-3000 21 By: 22 Elizabeth J. Cabraser 23 Elizabeth J. Cabraser 24 Elizabeth J. Cabraser 25 Elizabeth J. Cabraser 24 275 Battery Street, 29th Floor 25 Telephone: (415) 956-1000 26 Signing as Court-Appointed Plaintiffs' Lead Counsel	17			
19 Boca Raton, FL 33432 Telephone: (561) 750-3000 21 By: DocuSigned by: Elizabeth J. Cabraser 23 Elizabeth J. Cabraser Elizabeth J. Cabraser 24 Elizabeth J. Cabraser CA2620E1A978449 25 Telephone: (415) 956-1000 26 Signing as Court-Appointed Plaintiffs' Lead Counsel	18	ROBBINS GELLER RUDMAN & DOWD, LLP		
 20 21 22 23 24 25 25 26 27 By:	19	Boca Raton, FL 33432		
 By: <u>Elizabeth J. Cabraser</u> <u>Elizabeth J. Cab</u>	20	Telephone: (561) 750-3000		
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 Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 Telephone: (415) 956-1000 Signing as Court-Appointed Plaintiffs' Lead Counsel 	22	By:		
 24 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 Telephone: (415) 956-1000 26 27 27 	23	Elizabeth J. Cabraser		
25 Telephone: (415) 956-1000 26 Signing as Court-Appointed Plaintiffs' Lead Counsel 27	24	275 Battery Street, 29th Floor		
27	25			
	26	Signing as Court-Appointed Plaintiffs' Lead Counsel		
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1	Dated: April, 2024	McKinsey & Company, Inc., McKinsey Holdings, Inc., McKinsey & Company, Inc. United States, and McKinsey & Company, Inc.		
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