

**EXHIBIT E: McKinsey-Tribe Settlement**

**TRIBAL PARTICIPATION FORM**

Tribal Entity:
Authorized Official:
Address 1:
Address 2:
City, State, Zip:
Phone:
Email:

The tribal entity identified above (“Tribe”), in order to obtain and in consideration for the benefits provided to the Tribe pursuant to the Settlement Agreement dated August 16, 2023 (“McKinsey Settlement”), and acting through the undersigned authorized official, is an “Eligible Entity” as defined in the McKinsey Settlement, and hereby elects to participate in the McKinsey Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Tribe is aware of and has reviewed the McKinsey Settlement, understands that all terms in this Tribal Participation Form (“Form”) have their meanings defined therein, and agrees that by this Form, the Tribe elects to participate in the McKinsey Settlement and become a Participating Tribe as provided therein.
2. The Tribe agrees to be bound by the terms of the McKinsey Settlement pertaining to Tribes as defined therein.
3. By agreeing to the terms of the McKinsey Settlement and becoming a Releasor, the Tribe is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
4. The Tribe agrees to use any monies it receives through the McKinsey Settlement solely for the purposes provided therein.
5. By signing this Participation Form, the Tribe agrees that funds will be allocated pursuant to the McKinsey Settlement.
6. The Tribe agrees that any disputes arising out of this Agreement shall be heard before the Honorable Charles Breyer, the judge appointed to oversee MDL 2996, or the Chief Judge of the U.S. District Court for the Northern District of California.
7. The Tribe has the right to enforce the McKinsey Settlement as provided therein.

8. The Tribe, as a Participating Tribe, hereby becomes a Releasor for all purposes in the McKinsey Settlement, including but not limited to all provisions of Section II (Release), and along with (a) all departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, and hospital districts, of the Tribes, within the territory governed by the Tribe, and (c) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the Tribe, whether or not any of them participate in the Agreement, provides for a release to the fullest extent of its authority. As a Releasor, the Tribe hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the McKinsey Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the McKinsey Settlement, the Tribe (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Tribe (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Tribes' decision to enter into the McKinsey Settlement or the Participating Tribes' decision to participate in the McKinsey Settlement.
11. If the Tribe filed a case against McKinsey and is listed in Exhibit A-1 to the Settlement

Agreement, the Tribe agrees that its attorneys are authorized to execute a with-prejudice dismissal of any Released Claims that it has filed, and that Plaintiffs' Lead Counsel shall cause such dismissal to be filed with the Court promptly after the Effective Date in the form of a Stipulation of Dismissal.

12. Nothing herein is intended to modify in any way the terms of the McKinsey Settlement, to which Tribe hereby agrees. To the extent this Form is interpreted differently from the McKinsey Settlement in any respect, the McKinsey Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Tribe.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_