RETURN DATE: 2/20/2024

STATE OF CONNECTICUT, *Plaintiff,*	:	SUPERIOR COURT
	:	
	:	JUDICIAL DISTRICT
v.	:	OF HARTFORD
PUBLICIS HEALTH, LLC,	:	AT HARTFORD
Defendant	:	
	:	FEBRUARY 1, 2024

COMPLAINT

Plaintiff, the State of Connecticut, by and through its Attorney General, William Tong, brings this action against Defendant, Publicis Health, LLC, ("Publicis" or "Defendant") pursuant to the Connecticut Unfair Trade Practices Act ("CUTPA"), Chapter 735 of the Connecticut General Statutes and alleges as follows:

I. Jurisdiction and Statutory Authority

1. This enforcement action is brought by William Tong, Attorney General for the State of Connecticut, at the request of Bryan T. Cafferelli, Commissioner of Consumer Protection, pursuant to CUTPA, and more specifically, General Statutes § 42-110m, upon the ground that Defendant has engaged in false, unfair, deceptive and misleading acts and practices in or affecting commerce as declared unlawful by CUTPA

2. At all times described below, Defendant and its agents have engaged in conduct in or affecting "trade" and/or "commerce," both as defined in § 42-110a(4).

3. Plaintiff has reason to believe that Defendant has caused and will cause immediate, irreparable injury, loss, and damage to the State of Connecticut by unlawfully dispensing prescription opioids. Therefore, these proceedings are in the public interest.

4. Pursuant to General Statutes § 42-110o Defendant is liable to pay civil penalty of $5,000 for each and every willful violation of the CUTPA.

II. Defendant

5. Defendant Publicis is a Delaware limited liability company headquartered in New York, New York. Publicis's ultimate corporate parent is Publicis Groupe, S.A. ("Publicis Groupe"), a

publicly-traded joint stock limited liability company organized under the laws of France. At all times relevant to this proceeding, Publicis did business in Connecticut. The term "Publicis" as used in this Complaint includes, collectively, Publicis Health, LLC and each of its American affiliated entities that worked on opioid related matters 2010 and 2021: Razorfish Health, LLC ("Razorfish"), Verilogue, Inc. ("Verilogue"), Publicis Health Media, LLC ("Publicis Health Media"), Rosetta Marketing Services, LLC ("Rosetta"), Saatchi & Saatchi Healthcare Communications, Inc., d/b/a Razorfish Health ("Saatchi & Saatchi").

III. Factual Background

6. Beginning in the mid-1990s and continuing through the late 2010s, opioid manufacturers pursued aggressive sales strategies to increase sales of their prescription opioids, a plan that resulted in a dramatic rise in opioid prescriptions across the United States. The rise in opioid prescriptions caused an equally devastating rise in opioid abuse, dependence, addiction, and overdose deaths.

7. The massive increase of opioid prescriptions contributed to the creation of an addiction crisis that has injured, harmed, and otherwise disrupted the lives of thousands of residents of the State of Connecticut.

8. Publicis is one of the world's largest healthcare advertising companies with 40 offices and 11 brands worldwide. Publicis advertises to potential clients that it can translate healthcare marketing into healthcare engagement.

9. The State brings this action against Publicis for the advertising and marketing consulting services it provided to opioid manufacturers, including Purdue Pharma L.P. (along with related entities Purdue Pharma Inc., and the Purdue Frederick Company, collectively "Purdue"). Publicis was in a Master Services Agreement with Purdue from 2010 to 2021. Over the decade of the Purdue-Publicis partnership, Purdue paid Publicis more than $70 million for dozens of unfair and deceptive marketing schemes.

10. From 2010 until 2019, Purdue was Publicis' top opioid client, and Publicis was Purdue's number one marketing partner, serving as Purdue's "agency of record." Publicis worked with Purdue to promote branded opioids OxyContin, Butrans, and Hysingla and worked to develop unbranded marketing campaigns.

11. Publicis's projects covered all aspects of Purdue's marketing and sales, including designing sales strategies and tactics, maximizing the reach and influence of Purdue's sales force, using electronic media, designing content, developing promotional messaging, drafting scripts and other materials for Purdue sales representatives to use with prescribers, helping with

internal operations and sales activities, targeting prescribers who would be most likely to prescribe large amounts of opioids, recording intimate discussions between prescribers and patients about opioids, and a variety of other marketing, consulting, and sales activities.

12. Publicis created many of the materials that Purdue's sales representatives used when they met with prescribers including an OxyContin Patient Essentials Kit which contained an OxyContin Savings Card. These kits and savings cards were designed to—and did—lure prescribers and patients into extending the length of opioid prescriptions.

13. Publicis developed and created materials that deceptively promoted (i) physicians' "titration" of extended-release opioids to higher and more dangerous doses, increasing the likelihood of addiction; (ii) physicians' conversion of immediate-release opioid prescriptions to more dangerous extended-release OxyContin prescriptions; (iii) Purdue's false messaging that its abuse-deterrent OxyContin formulation were safe and prevented abuse, despite knowing that the formulation would not stop illicit use of OxyContin because the pills could still be abused orally; and (iv) deceptively suggested that Purdue's opioid drugs are proper for medical conditions for which they are not approved.

14. Publicis also strategized and deployed Purdue's sales force to increase opioid sales through unbranded marketing including advising and assisting Purdue in deploying front groups and key opinion leaders to disseminate a message that prescription opioids were safe and less addictive. Under the guise of neutrality, these groups and opinion leaders conveyed this message to healthcare providers, patients, and policymakers without disclosing that they were profiting from Purdue.

15. In addition to the sales campaigns it created, Publicis facilitated Purdue's partnerships with other entities. Publicis coordinated and implemented Purdue's work with McKinsey and Company ("McKinsey"), Verilogue, Inc. ("Verilogue"), and Practice Fusion, Inc. ("Practice Fusion").

16. Publicis worked alongside McKinsey to strategize, develop and implement Purdue's "Evolve to Excellence" marketing scheme. The "Evolve to Excellence" scheme was intended primarily to—and did—flood the most prolific prescribers of OxyContin with additional sales representative calls and messaging, including messaging involving the purported "abuse deterrent" aspects of OxyContin as well as the claimed benefits of converting patients to OxyContin and titrating them up to higher dosages.

17. Publicis enabled Purdue's work with another Publicis subsidiary, Verilogue. Verilogue provided prescribers small digital recording devices to record intimate conversations with

patients. These conversations were then used by Verilogue and Purdue to figure out how to best overcome patients' concerns about taking opioids. Publicis implemented Verilogue's recommendations in its marketing materials.

18. Publicis encouraged and facilitated Purdue's partnership with Practice Fusion and the use of Practice Fusion's Clinical Decision Support alerts product ("CDS alerts"). As early as 2012, Publicis advocated that Purdue use Practice Fusion's electronic medical records platform to grow opioid prescriptions. Practice Fusion's CDS alerts gave prescribers information about extended-release opioids right at the point of prescribing, the exact time when a decision about treatment was being made. The Practice Fusion alerts continued until the Spring of 2019. In 2020, following an investigation by the DOJ into Practice Fusion's CDS alerts and Purdue, Practice Fusion paid a $145 million fine and entered into a deferred prosecution agreement admitting to an illegal kickback scheme in which Practice Fusion was paid by Purdue to create and deploy the CDS alerts in electronic health records to increase prescriptions of Purdue's opioids.

19. Publicis distributed hundreds of millions of dollars up the corporate chain to its foreign corporate parent, Publicis Groupe, during the time period that Publicis worked with Purdue to deceptively promote opioids. These distributions from Publicis continued—and there are indications that the amounts increased—as Purdue and Publicis faced increasing public and governmental scrutiny for their deceptive conduct.

IV. Claims for Relief

First Cause of Action - Violation of the Connecticut Unfair Trade Practices Act (General Statutes § 42-110a, et. Seq)
Deception Committed by Defendant

20. Plaintiff realleges and incorporates by reference each allegation contained in the preceding paragraphs as if they were set out herein.

21. Defendant, in the course of providing advertising and marketing consulting services to opioid manufacturers, engaged in unfair, false, misleading, or deceptive acts and practices that are prohibited by Connecticut Unfair Trade Practices Act General Statutes § 42-110(a), et. Seq. Defendant's unfair or deceptive acts and practices include, but are not limited to, the following:

a. Defendant, through the development of marketing materials, made material representations regarding the use of opioids for chronic pain that they knew would result in unnecessary and excessive perceptions for opioids.
b. Defendant made material representations, together with Purdue, or through front groups, regarding the use of opioids for chronic pain that were false, and Defendant omitted critical information, misleading prescribers, pharmacists

and patients who reasonably interpreted the Defendant's material representations and omissions.

22. By engaging the aforesaid acts or practices, Defendant has engaged in deceptive acts or practices in violation of General Statutes § 42-110b(a).

23. Defendant knew or should have known that their conduct was deceptive under General Statutes § 42-110b, and therefore the conduct was willful under General Statutes § 42-110o.

Second Cause of Action – Violation of the Connecticut Unfair Trade Practices Act (General Statutes § 42-110a, et. Seq.)
Unfairness Committed by Defendant

24. Plaintiff realleges and incorporates by reference each allegation contained in the preceding paragraphs as if they were set out herein.

25. As described above, Defendant misrepresented through its marketing and consulting services, the risks and benefits of opioid products and opioids generally in the State of Connecticut.

26. Defendant's course of conduct was and is immoral, unethical, oppressive, unscrupulous, and caused and continues to cause a substantial injury to the State of Connecticut and Connecticut consumers.

27. Defendant's course of wrongful conduct, as alleged herein, offends the State of Connecticut's public policy against public nuisance, as embodied in the common law. Specifically, Defendant's intentional conduct created a dangerous situation that has directly and proximately caused substantial, unreasonable, and continuing injury to Connecticut residents, interfering with their right to public peace, order, health, and safety.

28. By engaging in the aforesaid acts or practices, Defendant has engaged in unfair business practices in violation of General Statutes § 42-110(b)(a).

29. Defendant knew or should have known their conduct was unfair under General Statutes § 42-110b, and therefore their conduct was willful under General Statutes § 42-110(b)(a).

V. Request for Relief

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order:

a. Adjudging and decreeing that Publicis has engaged in the acts or practices complained of herein, and that such constitute unfair acts or practices in violation of Connecticut Unfair Trade Practices Act

b. Issuing a permanent injunction prohibiting Publicis, its agents, servants, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with any of them, from engaging in unfair trade practices, as outlined in the Consent Judgment being filed simultaneously with this Complaint;

c. Ordering Publicis to pay a civil penalty of $5,000 for each and every willful violation of the Connecticut Unfair Trade Practices Act as set forth in General Statutes § 42-110o;

d. Ordering Defendants to pay compensatory restitution as set for in General Statutes § 42-110m;

e. d. Ordering Defendants to pay Plaintiff's attorneys' fees and costs of court pursuant to General Statutes § 42-110m.

f. That the Court enter the Consent Judgment being filed simultaneously with this complaint as an Order of the Court;

g. Ordering such other and further relief in equity as the Court may deem just and proper.

PLAINTIFF
STATE OF CONNECTICUT

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