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*Attorney for Plaintiffs*

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MATTHEW J. PLATKIN, Attorney General  
of the State of New Jersey, on behalf of the  
State of New Jersey, and CARI FAIS, Acting  
Director of the New Jersey Division of  
Consumer Affairs,

*Plaintiffs,*

v.

PUBLICIS HEALTH, LLC,

*Defendant.*

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: SUPERIOR COURT OF NEW JERSEY  
: CHANCERY DIVISION, MERCER  
: COUNTY  
: DOCKET NO. MER-C-\_\_\_\_\_

: CIVIL ACTION

: **COMPLAINT FOR INJUNCTIVE AND**  
: **OTHER RELIEF**

Plaintiffs Matthew J. Platkin, Attorney General of the State of New Jersey (“Attorney General”), and Cari Fais, Acting Director of the New Jersey Division of Consumer Affairs (“Director”) (together, “Plaintiffs” or “State”) bring this action against Defendant Publicis Health, LLC (“Publicis” or “Defendant”) pursuant to the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -228 (“CFA”), and allege as follows:

## **I. JURISDICTION AND STATUTORY AUTHORITY**

1. This enforcement action is brought by the Attorney General, in the name of the State of New Jersey, and by the Director and in the public interest pursuant to the authority granted by N.J.S.A. 56:8-8 and N.J.S.A. 52:17A-4, upon grounds that Defendant has engaged in false, deceptive, misleading, and unfair acts and practices in or affecting commerce as declared unlawful by N.J.S.A. 56:8-2.

2. At all times described below, Defendant and its agents did business in New Jersey.

## **II. VENUE**

3. The Court has personal jurisdiction over Defendant because Defendant regularly transacted business in New Jersey, purposely directed business activities into New Jersey, and engaged in unlawful practices in New Jersey affecting New Jersey consumers.

4. Pursuant to R. 4:3-2 of the New Jersey Rules of Court, venue is proper in Mercer County because it is a county in which Defendant has transacted business.

## **III. DEFENDANT**

5. Defendant Publicis is a Delaware limited liability company headquartered in New York, New York. Publicis' 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 the State of New Jersey. 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 from 2010 through 2021: Razorfish Health, LLC, Verilogue, Inc., Publicis Health Media, LLC, Rosetta Marketing Services, LLC, and Saatchi & Saatchi Healthcare Communications, Inc., d/b/a Razorfish Health.

#### IV. FACTUAL ALLEGATIONS

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. Prescription opioids continue to kill thousands of people across New Jersey every year. Thousands more suffer from negative health consequences short of death and countless others have had their lives ruined by a friend or family member's addiction or death. Every community in New Jersey suffers from the opioid crisis of addiction and death.

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 helped develop unbranded marketing campaigns.

11. Publicis' 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 was 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) Purdue's opioid drugs as safe and appropriate for medical conditions for which they are not approved.

14. Publicis also concocted a strategy to deploy 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 messaging 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 being paid or financed by 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, Verilogue, Inc., and Practice Fusion, Inc.

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 doses.

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 ("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 United States Department of Justice 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.

## **V. CLAIMS FOR RELIEF**

### **COUNT I** **VIOLATIONS OF THE CFA BY DEFENDANT** **(UNCONSCIONABLE COMMERCIAL PRACTICES)**

20. Plaintiffs reallege and incorporate by reference each allegation contained in the preceding paragraphs as if they were set out herein.

21. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in

connection with the sale or advertisement of any merchandise

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22. The CFA defines merchandise as including “objects, goods, wares, commodities, services or anything else offered directly or indirectly to the public for sale.” N.J.S.A. 56:8-1(c).

23. Defendant has been engaged in providing services for the marketing, promoting, advertising, offering for sale, sale and distribution of merchandise, including opioids, within the meaning of N.J.S.A. 56:8-1(c).

24. In the course of its business, Defendant unfairly and unconscionably worked with certain of its opioid manufacturing clients to aggressively promote and sell more opioids to more patients for longer periods of time.

25. Such actions constitute unconscionable commercial practices that are prohibited by the CFA, N.J.S.A. 56:8-2.

26. These acts or practices injured consumers in the State of New Jersey. Defendant’s actions directly and proximately caused New Jersey’s injuries.

## **VI. REQUEST FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request 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 unlawful acts or practices in violation of the CFA, N.J.S.A. 56:8-1 to -228;
- 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 an amount of damages or restitution for violating the laws of the State of New Jersey as set forth above;

- d. That the Court enter the Consent Judgment being filed simultaneously with this complaint as an Order of the Court;
- e. Ordering such other and further relief as the Court may deem just and proper.

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
*Attorney for Plaintiffs*

By: /s/ *Lara J. Fogel*  
Lara J. Fogel  
Assistant Attorney General  
Affirmative Civil Enforcement

Dated: February 1, 2024  
Newark, New Jersey



**RULE 4:5-1 CERTIFICATION**

I certify, in accordance with R. 4:5-1, that I am not aware of any other civil proceeding either pending or contemplated with respect to the matter in controversy herein, and that there are no other parties who should be joined in this action.

MATTHEW J. PLATKIN  
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**RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

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**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Deputy Attorney General Jesse J. Sierant is hereby designated as trial counsel for the Plaintiffs in this action.

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