

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
**Civil Division**

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**DISTRICT OF COLUMBIA**  
a municipal corporation  
400 6<sup>th</sup> Street, N.W., 10<sup>th</sup> Floor  
Washington, D.C. 20001,

**PLAINTIFF,**

v.

**PUBLICIS HEALTH L.L.C.**  
375 Hudson Street  
New York, NY 10014

**DEFENDANT.**

Case No.:  
Judge:

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**COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF**

Plaintiff, the District of Columbia, by and through the Office of the Attorney General, brings this action against Defendant Publicis Health L.L.C. pursuant to the District of Columbia Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.*, and alleges as follows.

**I. Jurisdiction and Statutory Authority**

1. This Court has jurisdiction over the subject matter of this case pursuant to D.C. Code §§ 11-921 and 28-3909.
2. This Court has personal jurisdiction over Defendants pursuant to D.C. Code § 13-423(a). Defendant has caused tortious injury in the District of Columbia by acts or omissions in the District of Columbia.

## **II. The Parties**

3. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is specifically authorized to enforce the District's consumer protection laws, including the CPPA, pursuant to D.C. Code § 28-3909.

4. 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 District of Columbia. 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, Saatchi & Saatchi Healthcare Communications, Inc., d/b/a Razorfish Health.

## **III. Factual Allegations**

5. 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.

6. 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.

7. The District of Columbia 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. Claim for Relief**

##### **(Unfair and Unconscionable Practices in Violation of the Consumer Protection Procedures Act)**

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

19. In the course of its business, Publicis 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.

20. Such actions constitute unfair and/or unconscionable trade practices that are prohibited by the CPPA, D.C. Code § 28-3904 and § 28-3904(r)(5).

21. The acts or practices described herein occurred in trade or commerce as defined in the CPPA.

22. These acts or practices injured consumers in the District. Publicis's actions directly and proximately caused the District's injuries.

#### **V. Request for Relief**

WHEREFORE, the District of Columbia respectfully requests this Court enter a judgment in its favor and grant relief against Defendants as follows:



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