NO. X07 HHD-CV-19-6105325-S

STATE OF CONNECTICUT, *Plaintiff,*	:	SUPERIOR COURT
v.	:	COMPLEX LITIGATION DOCKET AT HARTFORD
PURDUE PHARMA L.P., PURDUE PHARMA INC., RICHARD SACKLER, THERESA SACKLER, KATHE SACKLER, JONATHAN SACKLER, MORTIMER D.A. SACKLER, BEVERLY SACKLER, DAVID SACKLER, ILENE SACKLER LEFCOURT, FRANK PETER BOER, PAULO COSTA, CECIL PICKETT, RALPH SNYDERMAN, JUDITH LEWENT, JOHN STEWART, MARK TIMNEY *Defendants.*	:	APRIL 22, 2019

AMENDED COMPLAINT

I. SUMMARY OF THE CASE

Connecticut, like most of the country, is in the grip of a devastating opioid epidemic that stems directly from the Defendants' unlawful business practices. Opioid overdoses kill on average two Connecticut residents each day.

Traditionally, doctors prescribed opioid drugs like morphine only for acute, end-of-life pain management. When Purdue Pharma Inc. and Purdue Pharma L.P. (hereinafter together referred to as "Purdue") developed opioid drugs like OxyContin, however, the leaders of these companies exploited an opportunity to reap huge profits. With scientific precision Purdue designed, financed and waged a campaign, both pervasive and targeted, to mislead doctors and patients into believing that the new drugs were now safe to treat even minor pain. In truth, Purdue's opioids remain so potent that they inevitably overcome the will of many users, leading to addiction, overdose and death.

The Plaintiff, State of Connecticut, by William Tong, Attorney General for the State of Connecticut, brings this action against the Defendants, directly involved in unfair and deceptive

business practices from June of 2007 to the present (the "Actionable Period"), pursuant to the Connecticut Unfair Trade Practices Act ("CUTPA"), Chapter 735 of the General Statutes.

II. JURISDICTION

1. This action is brought by William Tong, Attorney General for the State of Connecticut (the "Attorney General"), at the request of Michelle Seagull, Commissioner of Consumer Protection, pursuant to CUTPA, and more specifically, General Statutes § 42-110m.

2. This Court has jurisdiction over the Defendants because the Defendants have transacted business within the State of Connecticut, and have committed violations of CUTPA at all times relevant to this Complaint. The basis for jurisdiction over the Defendants is described below.

III. THE PARTIES

3. Plaintiff is the State of Connecticut (the "State").

4. Defendant Purdue Pharma Inc. is a drug company incorporated in New York with its principal place of business in Connecticut. Its corporate headquarters is at One Stamford Forum, Stamford, Connecticut. Its headquarters have been in Connecticut for decades and during all time periods referenced in this Complaint. Since the 1990s, Purdue has been engaged in manufacturing, sales, distribution, and research and development with respect to pharmaceutical, toiletry, chemical and cosmetic products, directly or as the general partner of a partnership engaged in those activities. It is the general partner of Defendant Purdue Pharma L.P.

5. Defendant Purdue Pharma L.P. is a limited partnership established in Delaware with its principal place of business in Connecticut. Its corporate headquarters is at One Stamford Forum, Stamford, Connecticut. It is controlled by Defendant Purdue Pharma Inc.

6. The fifteen (15) individual Defendants, Richard Sackler, Jonathan Sackler, David Sackler, Mortimer D.A. Sackler, Kathe Sackler, Ilene Sackler Lefcourt, Beverly Sackler, Theresa Sackler, Frank Peter Boer, Paulo Costo, Cecil Pickett, Ralph Snyderman, Judith Lewent, John Stewart and Mark Timney (hereafter collectively referred to as the "Individual Defendants") led the unfair and deceptive business practices at Defendants Purdue Pharma Inc. and Purdue Pharma L.P.

7. Defendants Richard Sackler, Jonathan Sackler, Mortimer D.A. Sackler, Kathe Sackler, Ilene Sackler Lefcourt, Beverly Sackler, and Theresa Sackler were members of the Board of Directors of Purdue Pharma Inc. (hereinafter "Board") since the 1990s. Defendant David Sackler joined the Board in 2012. Beverly Sackler left the Board in 2017. Defendants Richard Sackler, Jonathan Sackler, Kathe Sackler, Theresa Sackler, Ilene Sackler Lefcourt and David Sackler left the Board in 2018. Defendant Mortimer D.A. Sackler was a director on the Board until 2019. Hereinafter these Defendants are collectively referred to as the "Sacklers." They directed deceptive sales and marketing practices and unfair trade practices sending hundreds of orders to executives and line employees. From the money that Purdue collected selling opioids, the Sacklers paid themselves billions of dollars.

8. Defendant Boer has been a Director from April 2008 to the present. Defendant Lewent was a Director from March 2009 to October 2015. Defendant Pickett was a Director from January 2010 to the present. Defendant Costa was a Director from April 2012 to January 2018. Defendant Snyderman was a Director from August 2012 to October 2017. Defendants Pickett, Costa, Snyderman, Lewent and Boer knowingly advanced the deceptive sales and marketing practices and unfair business practices alleged in this Complaint.

9. Defendant Stewart was Chief Executive Officer ("CEO") from 2007 to 2013.

Defendant Timney was CEO from January 2014 to June 2017. Defendants Stewart and Timney knowingly advanced the deceptive sales and marketing practices and unfair business practices alleged in the Complaint.

10. Defendants Beverly Sackler, Kathe Sackler, Jonathan Sackler, Costa, and Timney reside in Connecticut. Defendants Mortimer D.A. Sackler, David Sackler, and Ilene Sackler Lefcourt reside in New York. Defendants Lewent, Boer, Stewart and Pickett reside in Florida. Defendant Richard Sackler resides in Florida and Connecticut. Defendant Snyderman resides in North Carolina. Defendant Theresa Sackler resides in the United Kingdom and New York.

IV. BACKGROUND

A. OPIOIDS, ADDICTION AND DEATH

11. Opioids, which for purposes of this Complaint include Purdue opioid products, are dangerous narcotics that can be deadly, causing patients to stop breathing and suffocate.

12. Opioids are highly addictive. Over 70% of those who become opioid dependent begin with prescription pain medications. Americans consume over 90% of the world's pharmaceutical opioids. Patients using opioids for more than a few days can experience severe withdrawal symptoms, including anxiety, insomnia, pain, blurry vision, rapid heartbeat, chills, panic attacks, nausea, vomiting, and tremors. Opioid withdrawal symptoms can last up to one month. The first phase (acute withdrawal) begins about 12 hours after the last opioid use, peaks at around three to five days, and can go on for up to four weeks. Withdrawal can last so long and be so painful that it is difficult to stop taking opioids. In addition, opioids act on the brain and body in ways other than withdrawal that create addiction and maintain addiction.

13. Patients who take prescription opioids for longer periods of time or in higher dosages increase their risk of opioid use disorder (addiction), overdose, and death.

14. Because of the inherent risks of taking opioids, physicians traditionally reserved opioids for treating short-term severe pain, or for patients near the end of life.

15. As early as 2006, and continuing to the present, numerous peer-reviewed studies conducted by independent researchers had and have concluded that: (1) "[f]or functional outcomes, … other [non-addictive] analgesics were significantly more effective than were opioids;" (2) increasing duration of opioid use is strongly associated with an increasing prevalence of mental health conditions (depression, anxiety, post-traumatic stress disorder, or substance abuse), increased psychological distress, and greater healthcare utilization; and (3) "opioids may work acceptably well for a while, but over the long term, function generally declines, as does general health, mental health, and social functioning. Over time, even high doses of potent opioids often fail to control pain, and … patients [on these doses] are unable to function normally."

B. PURDUE'S OPIOID DRUGS

16. Purdue introduced its opioid drug, OxyContin, in 1996. OxyContin's sole active ingredient is oxycodone, a molecule nearly identical to heroin, an illegal and highly addictive drug. In 2010, Purdue released an "abuse deterrent" version of OxyContin, and withdrew the original formulation from the market. The release of this new formulation allowed Purdue to avoid competition from generic equivalent of the original OxyContin.

17. Purdue later introduced another powerful opioid, Butrans, which releases opioids into the body from a skin patch.

18. Then Purdue introduced Hysingla, which contains yet another opioid.

19. All-in-all, Purdue manufactured and sold the following opioids in Connecticut: OxyContin, MS Contin, Butrans, Hysingla ER, Targiniq ER, Dilaudid, Dilaudid-HP, Palladone,

and Ryzolt.

V. THE DECEPTIVE SCHEME TO SELL MASSIVE QUANTITIES OF PURDUE'S OPIOID DRUGS

20. To sell massive amounts of its opioids, the Defendants designed, financed and waged a campaign, both pervasive and targeted, to mislead Connecticut prescribers and patients into believing that its opioid drugs were safe to treat even minor pain. Unless otherwise indicated, the conduct described in this Complaint all took place during the Actionable Period. Unless otherwise indicated, the conduct of the Individual Defendants described in this Complaint all took place during the Actionable Period and during the time that each served as a Director, or CEO, as applicable. Hereafter "prescribers" shall include all healthcare providers legally permitted to prescribe medication.

21. First, the Defendants misinformed Connecticut patients and prescribers to get more and more people using Purdue's dangerous drugs. Second, the Defendants misled Connecticut prescribers into prescribing and Connecticut patients into taking higher and more dangerous doses. Third, the Defendants duped Connecticut prescribers into prescribing longer duration Purdue opioid prescriptions and Connecticut patients to stay on Purdue's drugs for longer and more harmful periods of time. All of these actions were undertaken when the Defendants knew of the addiction, safety, and death risks associated with opioids, including the increased risks of use in higher dosages or for longer durations.

22. All the while, the Defendants peddled falsehoods to keep patients away from safer alternatives. Even when the Defendants knew people were addicted and dying, knew that Purdue's opioid products caused addiction and death, and knew that prescribers were overprescribing their products, they treated the patients and their prescribers as "targets" to sell

more drugs, and devised schemes to increase sales of their dangerous drugs in spite of the damage their deceptive and unfair practices were having on Connecticut citizens. Each part of the scheme earned the Defendants more money and caused more addiction and death. And each Defendant participated in and profited from the scheme during the Actionable Period.

A. THE DECEPTIVE GROUND GAME

23. The Defendants sent sales representatives to push Purdue's opioids in Connecticut medical offices, clinics, pharmacies, and hospitals, deceiving prescribers and patients about the risk of addiction and death.

24. Since 2007, Purdue sales representatives frequently visited Connecticut prescribers. Purdue sales representatives made over 100,000 sales calls to Connecticut prescribers, pharmacies, hospitals and medical centers. Purdue rewarded high-prescribing doctors with attention, meals, gifts, and money.

25. Purdue judged its sales representatives by how many opioids they got prescribers to prescribe. Sales representatives who failed to get enough [redacted] Performance was also judged by the number of higher strength opioids representatives sold. The Defendants awarded bonuses and prizes to sales representatives who generated the most opioid prescriptions.

26. Purdue used face-to-face sales visits to conceal its deception by trying to avoid witnesses to or a paper trail of its misleading conduct. Purdue's leaders did not want a record of their behavior because they knew they were breaking the law.

27. In response to direction from the Defendants, Purdue's sales representatives misrepresented key facts about the safety of its opioids in Connecticut – in particular, the risk of

addiction. Among other things, Purdue sales representatives:

- Falsely told prescribers that OxyContin had a less euphoric effect, and less abuse potential, than short-acting opioids;
- Falsely told prescribers that OxyContin – the first "extended-release," a/k/a "long-acting" ("ER/LA") opioid – had fewer "peak and trough" effects (more consistent pain relief), or highs and lows, than short-acting opioids, also known as immediate release opioids;
- Falsely told prescribers that "appropriate" patients were unlikely to become addicted, implying that the person and not the drug was the problem;
- Falsely told prescribers that its opioids improved quality of life; and
- Falsely told prescribers that there were no ceiling limits with its opioids compared to alternatives.

28. In response to direction from the Defendants, Purdue's sales representatives did not disclose key facts about the safety of its opioids in Connecticut – in particular, the risk of addiction. Among other things, Purdue's sales representatives:

- Pushed Butrans and OxyContin for the treatment of osteoarthritis even though Purdue's drugs were never approved for that disease. The sales representatives did not disclose that its opioids were not approved to treat osteoarthritis and that the Butrans trial had failed;
- Pushed higher doses of opioids without disclosing that higher doses create a higher risk of addiction;
- Encouraged prescribers to avoid safer, non-opioid alternatives by misleadingly comparing risks without disclosing the risk of addiction;
- Encouraged prescribers to extend the treatment duration of opioids without disclosing the increased risk of addiction and death, caused by a longer duration of treatment;
- Failed to disclose that elderly patients taking opioids have an increased risk of falling and hospitalization for opioid overuse; and
- Encouraged prescribers to prescribe opioids for elderly patients who had never taken them before, without disclosing higher safety risks for the elderly

patients.

29. From the top, the Defendants pushed employees to get more patients on opioids, at higher doses, for longer periods of time, despite the known risks.

B. DECEPTIVE MEDICAL PUBLICATIONS, MARKETING MATERIALS AND PRESENTATIONS

30. While the Defendants caused misleading sales pitches in Connecticut, they reinforced the misleading sales campaign with the distribution of publications and written materials in Connecticut that mispresented the addictive nature of prescription opioids.

31. Purdue collaborated with professional associations and pain advocacy organizations, such as the American Pain Foundation, to develop and disseminate in Connecticut pro-opioid educational materials and guidelines for prescribing opioids. These materials and guidelines were not supported by scientific evidence, but Purdue did not disclose that fact.

1. Pay No Attention To The [Addiction] Behind The Curtain

32. Purdue promoted Purdue's opioids to Connecticut patients with marketing that was designed to obscure the risk of addiction and the fact that Purdue was behind the campaign. For example, in 2001 Purdue created a website, www.inthefaceofpain.com, (hereinafter *"In the Face of Pain"*) that promoted pain treatment by urging patients to "overcome" their "concerns about addiction." "Testimonials" on the website that were presented as personal stories of patients were in fact by Purdue consultants, whom Purdue had paid tens of thousands of dollars to promote its drugs. The website was available until 2015, when Purdue shut it down.

33. Another Purdue publication, the *"Resource Guide for People with Pain,"* falsely assured patients and prescribers that opioid medications are not addictive:

> Many people living with pain and even some healthcare providers believe that opioid medications are addictive. The truth is that

> when properly prescribed by a healthcare professional and taken as directed, these medications give relief – not a "high."

Purdue denied the risk of addiction, falsely suggested that addiction requires patients to get "high," and falsely promised that patients would not become addicted if they took opioids as prescribed.

34. Purdue funded and distributed many more publications that were similarly misleading. For example, beginning in 2009, *"Exit Wounds: A Survival Guide to Pain Management for Returning Veterans and Their Families,"* misleadingly claimed: "Long experience with opioids shows that people who are not predisposed to addiction are unlikely to become addicted to opioid pain medications."

35. Purdue also funded *"Opioid Prescribing: Clinical Tools and Risk Management Strategies"* which, beginning in 2009, falsely told prescribers that "addiction is rare in patients who become physiologically dependent on opioids while using them for pain control." Large portions of this guide remain available online.

2. It's The Patient, Not The Opioids.

36. The Defendants knew that Purdue's opioids carry grave risk of addiction and death, yet the Defendants caused false statements to be disseminated to obscure the risk of addiction by blaming the patient and not the drugs. For example, in a pamphlet for prescribers that was distributed beginning in 2007, *"Providing Relief, Preventing Abuse: A Reference Guide To Controlled Substance Prescribing Practices,"* Purdue wrote that addiction "is not caused by drugs." Instead, Purdue assured prescribers that addiction happens when the wrong patients get drugs and abuse them: "it is triggered in a susceptible individual by exposure to drugs, most commonly through abuse."

37. Purdue also falsely stated and implied that "appropriate" patients would not get addicted to prescription opioids.

38. *"Responsible Opioid Prescribing,"* beginning in 2007, and continuing with a second edition that was published in 2012, told prescribers that only "a small minority of people seeking treatment may not be reliable or trustworthy" and not suitable for prescription opioids.

39. Purdue's dissemination of false and misleading statements that addiction is not caused by opioids, but by the patient, is consistent with a long-held position of [redacted]

[redacted]

40. [redacted] callous and false position persists. [redacted]

[redacted]

3. Higher and Higher Doses

41. For patients, taking higher doses of opioids increases the risk of addiction and death. But for Purdue, higher doses mean higher profits. So the Defendants deceived prescribers and patients to get people on higher and higher doses.

42. Purdue earns more money every time a patient moves to a higher dose. Purdue's

prices increased dramatically for higher doses.

43. A patient taking the lowest dose pill twice a day for a week earns Purdue $38. But if the patient instead takes the highest dose, Purdue collects $210 – an increase of 450%.

44. To get that revenue, Purdue designed their sales tactics to increase prescribed doses. In 2013, Purdue created a campaign for OxyContin around the slogan, *"Individualize The Dose,"* because Purdue determined that it would increase the dose. [redacted] prepared a presentation to the Board explaining that Purdue would use *"Individualize The Dose"* to sell more of its highest doses. When Purdue decided to refresh the campaign with a new slogan, it hired consultants to study what would increase doses the most.

45. Purdue trained its sales representatives that increasing a patient's dose ("titration") was a key sales goal when making sales.

46. Purdue tracked whether sales representatives were getting patients on higher doses and warned staff when doses were not increasing enough: "Titration up to higher strengths, especially the 40mg and 80mg strengths, is declining." Purdue required sales representatives to "practice verbalizing the titration message" to get patients' doses up.

47. The Defendants knew their promotion drove patients to higher doses. Purdue's internal analysis "found that there is greater loss in the 60mg and 80mg strengths (compared to other strengths) when we don't make primary sales calls." Purdue's business plans emphasized that "OxyContin is promotionally sensitive, specifically with the higher doses, and recent research findings reinforce the value of sales calls." In 2014, when public health experts tried to save patients' lives by warning against high doses of opioids, Purdue pursued a "strategic initiative" to fight back and "maintain 2013 dose mix."

48. Purdue encouraged Connecticut prescribers to prescribe high doses of opioids and

did not tell them that higher doses carry heightened risk of addiction, overdose and death.

49. Purdue claimed that "dose was not a risk factor for opioid overdose," even while their internal documents showed that it was "very likely" that patients face "dose-related overdose risk."

4. Pseudoaddiction Is Pseudoscience

50. To convince prescribers to increase the dose for addicted patients, the Defendants peddled the false notion that patients suffered from "pseudoaddiction."

51. Purdue falsely assured prescribers that the traditional concern about addiction was wrong – that patients instead suffer from pseudoaddiction caused by inadequate doses of prescription opioids.

52. Purdue's materials and publications admonished prescribers that under-treatment of pain is a serious problem and that pain should be treated aggressively with opioids. The Defendants did not disclose that their claim lacked any scientific evidence.

53. In *"Providing Relief, Preventing Abuse: A Reference Guide To Controlled Substances Prescribing Practices,"* Purdue's materials admonished prescribers that "[u]ndertreatment of pain is a serious problem" and "pain should be treated aggressively." Purdue's materials stated in *"Facts About Addiction:"* "Misunderstanding of addiction and mislabeling of patients as addicts result in unnecessary withholding of opioid medications." These assertions have no scientific basis.

54. Purdue published a second edition of *"Providing Relief, Preventing Abuse"* in 2011 in which it continued to urge higher doses through a deceptive statement about the scientific literature. "The term pseudoaddiction has emerged in the literature to describe the inaccurate interpretation of [drug-seeking] behaviors in patients who have pain that has not been

effectively treated." The revised pamphlet failed to disclose that none of the "literature" it cited included scientific or medical evidence supporting pseudoaddiction as a diagnosis separate from addiction. Nor did it disclose that all of the cited "literature" was linked to organizations and prescribers paid by Purdue.

55. A Purdue pamphlet titled *"Clinical Issues in Opioid Prescribing,"* made available beginning in 2008, urged prescribers to look for pseudoaddiction:

> A term which has been used to describe patient behaviors that may occur when pain is undertreated. Patients with unrelieved pain may become focused on obtaining medications, may "clock watch," and may otherwise seem inappropriately "drug-seeking." Even such behaviors as illicit drug use and deception can occur in the patient's efforts to obtain relief. Pseudoaddiction can be distinguished from true addiction in that the behaviors resolve when the pain is effectively treated.

Purdue again urged prescribers to prescribe higher doses, stating that opioids "are frequently underdosed – or even withheld due to a widespread lack of information … about their use among healthcare professionals."

56. In *"Clinical Issues in Opioid Prescribing,"* Purdue's materials urged prescribers to prescribe higher doses, stating that opioids "are frequently underdosed – or even withheld due to a widespread lack of information … about their use among healthcare professionals."

57. In *"Responsible Opioid Prescribing"* Purdue's materials falsely told prescribers that the greatest risk of addiction was created by giving patients too little of its addictive drugs. Patients who appeared to be addicted were instead "receiving an inadequate dose" and needed more drugs.

58. *"Opioid Prescribing: Clinical Tools and Risk Management Strategies,"* beginning in 2009, falsely told prescribers that patients who appeared to be addicted were instead

"receiving an inadequate dose" and needed more drugs.

59. A Purdue presentation for doctors titled *"Medication Therapy Management"* recited what had been the consensus view for decades: "Many medical students are taught that if opioids are prescribed in high doses or for a prolonged time, the patient will become an addict." Purdue then falsely assured doctors that this traditional concern about addiction was wrong – that patients instead suffer from "pseudoaddiction" because "opioids are frequently prescribed in doses that are inadequate."

60. The Defendants' actions and inactions caused these deceptive and material misrepresentations in order to sell more opioids.

5. Longer Duration Means More Money

61. The Defendants misled prescribers or caused them to be misled into keeping patients on opioids for longer and longer periods of time by not disclosing the increased risk of addiction and death.

62. To "extend average treatment duration," Purdue deceptively claimed in marketing materials beginning around 2009 that patients' becoming dependent on its drugs was not dangerous or deadly, but "normal." In materials from around 2011, Purdue taught prescribers that "Healthcare professionals should recognize that tolerance and physical dependence are normal consequences of sustained use of opioid analgesics and are not the same as addiction." Purdue deceptively claimed or caused the deceptive claim in other materials around 2011 that physical dependence on its opioids was "a normal physiologic response," "an expected occurrence," and no more dangerous than "many classes of medications" that are not addictive, including drugs used to treat high blood pressure. Purdue set as one of their "key messages" in 2013 that "data support the use of opioids beyond 90 days and maintained through 52 weeks."

63. Purdue induced more prescribers to prescribe for more patients to stay on dangerous opioids longer to increase sales and profits despite the known risks, and without disclosing the increased danger of addiction and death associated with longer use of their opioids.

64. Purdue gave its salespeople the explicit instructions in 2011 to "extend average treatment duration." Around 2012, Purdue's business plans valued patients by how long they could be kept on Purdue's opioids and targeted patients who could be kept on opioids for more than a year. To "drive sales and profitability," Purdue deliberately worked to keep patients on its opioids longer.

65. A highlight of Purdue's 2011 sales strategy was keeping patients on opioids greater than 90 days to increase Purdue profits. As an example of marketing to induce people to stay on Purdue's opioids for longer periods of time to increase profits and without disclosing the increased risks, in 2012 and the following years, Purdue expanded its opioid savings cards, because its latest data showed that opioid savings cards led to 60% more patients remaining on OxyContin longer than 90 days. The studies showed that opioid savings cards kept more patients on opioids for 90 days, 120 days, 150 days, 180 days, 210 days, 240 days – even an entire year. Purdue's savings card program allowed patients who were not fully covered by insurance to use the card to save significant costs on Purdue's opioids. When using those cards, Purdue covered portions of the patient's out-of-pocket costs. As a result, Purdue was able to keep patients without insurance or without full insurance on the opioids long enough for addiction to take hold.

66. Keeping patients on opioids for these lengths of time was especially dangerous for the patients and especially profitable for Purdue.

67. The savings cards were made available to Connecticut consumers and

Connecticut consumers used them. Connecticut prescribers were exposed to Purdue's marketing tactics of encouraging patients to stay on opioid therapy longer despite the known risks, thereby increasing their risk of addiction, overdose, and even death, while not disclosing the increased danger to prescribers and patients.

6. Why Take An Aspirin When You Can Have an Opioid?

68. The Defendants also peddled a series of falsehoods to push patients away from safer drugs and toward its opioids.

69. Purdue had no valid scientific justification to steer patients away from safer alternatives, but they did not disclose that they lacked any such justification.

70. Purdue misleadingly compared the risks of high doses of acetaminophen (Tylenol) and NSAIDs (non-steroidal anti-inflammatory drugs, such as aspirin and ibuprofen) with their claim that opioids have "no ceiling dose," to falsely contend that opioids were safer – even though high doses of opioids pose grave risk of addiction and death. Beginning around 2009, it paid for deceptive propaganda by groups designed to appear independent from Purdue, promoting the message that NSAIDs and Tylenol have "life-threatening" side effects, but opioids are "the gold standard of pain medications."

7. High-Dose, Extended Release Is the Solution

71. Just as the Defendants steered patients away from NSAIDs and acetaminophen, they also misled patients and prescribers by claiming that Purdue's high-dose, extended-release, long-acting ("ER/LA") opioids were superior to lower-dose, immediate-release opioids that had been used for decades before the epidemic.

72. In fact, Purdue's ER/LA opioids are extraordinarily dangerous. The Centers for Disease Control ("CDC") found, based on published research, that there is "a higher risk for

overdose among patients initiating treatment with ER/LA opioids than among those initiating treatment with immediate-release opioids." The CDC "did not find evidence that continuous, time-scheduled use of ER/LA opioids is more effective or safer than intermittent use of immediate-release opioids or that time-scheduled use of ER/LA opioids reduces risks for opioid misuse or addiction."

73. Nonetheless, Purdue falsely claimed that Purdue's ER/LA opioids provided more effective pain relief and were safer than traditional immediate-release opioids. Connecticut sales representatives told doctors that there were fewer peaks and troughs with ER/LA opioids, falsely indicating that Purdue's ER/LA opioids kept patients more consistently controlled than intermittent use opioids, and implied that patients are less likely to experience "highs" from Purdue's ER/LA opioids. Purdue's ER/LA opioids were falsely marketed as 12-hour relief. In truth, the level of pain relief diminishes before 12 hours – a phenomenon known as end of dose failure. End of dose failure is a dangerous condition precipitating withdrawal symptoms.

8. Tamper-Resistant Does [NOT] Stop Abuse

74. The Defendants also steered patients away from safer alternatives with the false claim that their opioids had less risk of abuse. In 2010, Purdue introduced a tamper-resistant version of OxyContin designed to be harder to crush. The U.S. Food and Drug Administration ("FDA") found that the changes had "no effect" on the most common way that Purdue's pills were taken and abused – by swallowing them. Notwithstanding, Purdue marketed OxyContin and Hysingla in a manner falsely implying they are effective to stop abuse – and even to prevent addiction.

75. Purdue also paid for and promoted articles that falsely stated or implied that its tamper-resistant drugs were safe. For example, in 2014, Purdue placed three articles in *"The*

Atlantic" as sponsored content, including one titled *"Take My Pain Away ... A Physician's Perspective of Prescription Opioids and Pain Management"* by Dr. Gerald Aronoff. That article calls the tamper-resistant formulations "safer alternatives" and encourages physicians to "embrace these additional choices, rather than decide to leave opioid prescribing."

76. Purdue also steered patients away from safer alternatives with the false claim that its opioids improve patients' "quality of life." Purdue's internal documents admit that "Purdue has no clinical studies or other substantial evidence demonstrating that a Purdue Product will improve the quality of a person's life." Nevertheless, Purdue sales representatives repeatedly claimed that its opioids improve quality of life. Purdue also devised and funded third-party publications to say that opioids give patients the "quality of life we deserve."

9. No Approval – No Problem

77. Opioids are not approved to treat osteoarthritis. Purdue conducted a single study on osteoarthritis for Butrans, and it failed. A clinical trial is a research study in people to evaluate a medical intervention. A failed clinical trial is a research study that did not provide the expected benefit from the intervention. Purdue admitted in internal documents that its opioids "are not indicated for a specific disease" and "it is very important that you never suggest to your HCP [health care professional] that OxyContin is indicated for the treatment of a specific disease state such as Rheumatoid Arthritis or Osteoarthritis."

78. Nevertheless, to meet its business goals, Purdue trained Connecticut sales representatives to mislead prescribers by promoting opioids for osteoarthritis without disclosing Purdue's failed trial. Purdue even measured how often it targeted osteoarthritis patients. A Purdue marketing presentation concluded that its sales representatives were "identifying appropriate patients" because osteoarthritis was specifically mentioned during 35% of sales

visits.

79. Purdue also directed Connecticut sales representatives to use marketing materials that highlight patients with osteoarthritis, even though Purdue opioids were never indicated for that disease and Purdue's Butrans trial had failed.

80. Purdue's *"2015 Patient Identification and Initiation Guide"* trained its sales representatives to mislead Connecticut prescribers by promoting opioids for osteoarthritis, even though opioids were never approved for osteoarthritis. The marketing materials developed by Purdue for osteoarthritis did not disclose that fact, and did not disclose that the Butrans trial failed.

10. Region Zero

81. The Defendants closely monitored opioid sales generated by prescribers who were suspected of diversion and abuse, which they had collected on a list, code-named Region Zero. In 2010, the Board was presented with the list.

82. Several Connecticut prescribers were on the list. The Board was told that if Region Zero prescribers stopped prescribing opioids, Purdue would lose almost 10% of its sales.

83. The Defendants decided to keep Region Zero prescribers a secret and never reported them to Connecticut authorities, even though they knew the dangers of diversion and abuse.

84. Purdue's sales representatives made numerous sales calls to some of Connecticut's Region Zero prescribers. The Defendants' failure to report or cause the reporting of Connecticut prescribers suspected of diversion and abuse exacerbated the harm to Connecticut and its consumers.

C. PRESSURE TO SELL

85. The Defendants put enormous pressure on their sales force to push sales of opioids, despite the known and ever-mounting scientific evidence of the risks associated with opioid use, and despite the Defendants knowledge of the death and addiction caused by opioids.

86. Beginning in 2008, Purdue, at the direction of the Individual Defendants, began adding hundreds of sales representatives to their sales force, until their sales force reached a high in 2016 of more than double what it had been in 2007, to help carry out their deceptive sales campaign. The sales-force push was ramped up to a fever pitch beginning in 2013 when it was reported to the Board that sales of the highest dose pills were too low, and that prescribers were prescribing lower average tablet counts per prescription.

87. Purdue targeted the highest prescribing prescribers, also known as a "super core" of prescribers. Many Connecticut prescribers were identified as super core prescribers and were targeted for the highest number of sales calls.

88. Purdue's' sales tactics worked in Connecticut. Between 2007 and 2016, Connecticut prescribers increased prescriptions of Purdue's opioids by 67%.

D. A SUCCESS STORY FOR PURDUE

89. For the Defendants, the opioids campaign was an overwhelming success. In Connecticut alone Purdue has sold millions of doses of opioids since 2007.

90. The Defendants' successful opioids campaign generated a revenue windfall. Recent estimates indicate Purdue has sales revenues of more than $3 billion each year, mostly from sales of OxyContin.

E. A CRISIS FOR CONNECTICUT AND THE NATION

91. Purdue's profits came at a terrible human cost. Compared to the general

population, a patient who receives three months of prescribed opioids is thirty times more likely to overdose and die within five years. A patient who stays on prescription opioids for six to 11 months is 46 times more likely to die from an overdose within five years. And a patient who stays on prescription opioids for a year is 51 times more likely to die from an overdose within five years.

92. By getting patients addicted, the Defendants greatly increased the patients' risk of harm from many drugs in the opioid class – including, heroin, fentanyl, and generic oxycodone – which share the same addictive chemistry as Purdue opioids.

93. CDC statistics show that people addicted to prescription opioids are 40 times more likely than the general population also to be addicted to heroin. The same CDC report shows that nearly half (45%) of people who used heroin also were addicted to prescription opioid painkillers.

94. Prescription opioids account for approximately 70% of fatal prescription drug overdoses.

95. From 2013 through 2016, Connecticut experienced more than a fourfold increase in mortality from prescription opioid overdose – from 5.7 deaths to 24.5 deaths per 100,000 persons.

96. Hundreds of people in Connecticut have died or overdosed after obtaining prescriptions for Purdue opioids.

97. In Connecticut, opioid overprescribing and misuse are draining the health care system. Connecticut's healthcare spending related to the opioid crisis was $493.01 million in 2016. Connecticut consumers – individuals, employers and private insurers – have paid millions for opioid prescriptions. Healthcare costs for persons addicted to opioids are much higher than

healthcare costs for the general population.

98. The prevalence of opioids in Connecticut also places a greater burden on law enforcement – increased costs associated with investigating and prosecuting crimes related to opioid use and abuse, as well as increased costs for treating incarcerated residents for opioid addiction. The cost to Connecticut for criminal justice related to the opioid crisis in 2016 was $144.72 million.

99. In total, when accounting for health care spending, law enforcement costs, the cost to our economy from opioid-related fatalities, addiction treatment costs and lost productivity, the economic cost of the opioid epidemic in Connecticut in 2016 was over $10.27 billion. The total economic costs of the opioid epidemic in Connecticut increased over four times from 2012 to 2016.

VI. LIABILITY OF THE DEFENDANTS

A. PURDUE PHARMA INC. AND PURDUE PHARMA L.P.

100. Defendants Purdue Pharma Inc. and Purdue Pharma L.P. acted together in all of the misconduct alleged in this Complaint.

101. Defendant Purdue Pharma Inc. controlled Defendant Purdue Pharma L.P. as its general partner and is liable for the misconduct of the partnership as a matter of law. The directors and CEO of Defendant Purdue Pharma Inc. controlled Defendant Purdue Pharma L.P. Indeed, the CEO of the two companies was the same.

102. According to official corporate documents, Defendant Purdue Pharma Inc.'s purpose is manufacturing, sales, distribution, and research and development with respect to pharmaceutical, toiletry, chemical and cosmetic products, directly or as the general partner of a partnership engaged in those activities. That is the conduct at issue in this suit.

103. Defendant Purdue Pharma Inc. is also the general partner of Purdue Holdings L.P., which holds the limited partnership interest in Defendant Purdue Pharma L.P.

104. Defendant Purdue Pharma L.P. employed the sales representatives and paid the doctors to promote Purdue's drugs.

105. Defendants Purdue Pharma Inc. and Purdue Pharma L.P. share and shared the same CEO and many of the same officers at various times.

B. LIABILITY OF THE INDIVIDUAL DEFENDANTS

106. The Individual Defendants played an active and central role in the management of Purdue.

107. Starting at the top, the Sacklers own and led Purdue. The Sacklers were directly involved in developing and approved Purdue's deceptive and illegal activities in Connecticut, and they each participated in the decisions to mislead Connecticut prescribers, and patients to generate a huge financial windfall for themselves.

108. The other Individual Defendants were directly involved in developing and approving Purdue's deceptive and illegal activities in Connecticut, and they each participated in the decisions to mislead Connecticut prescribers and patients in return for money.

1. Prior Knowledge Of Individual Defendants

109. The Individual Defendants are liable for Purdue's deadly deception for reasons that go beyond their controlling positions in the companies and roles in making Purdue's policies with respect to marketing of opioids. They were on notice of Purdue's problems, and obligated to address them, because of their role in or knowledge of previous investigations into Purdue's deception.

110. From 2001 to 2007, Defendants Purdue Pharma Inc. and Purdue Pharma L.P.

were investigated by 26 states and the United States Department of Justice.

111. Defendant Richard Sackler played an active and central role in the management of Purdue. He is named as an inventor on dozens of patents relating to oxycodone and other pain medications. Most of these patents were assigned to Purdue. He began working for Purdue as an assistant to the president in the 1970s. He later served as Vice President of Marketing and Sales. In the early 1990's, he became Senior Vice President. From 1999 to 2003, he was President and CEO.

112. Defendant Jonathan Sackler served as a Senior Vice President of Purdue during the period of development, launch, promotion and marketing of OxyContin. He resigned that position in or after 2003, but he continued to serve on the Board.

113. Defendant Mortimer D.A. Sackler also served as Vice President of Purdue during the time period of development, launch, promotion and marketing of OxyContin. He resigned that position in or after 2003, but he continued to serve on the Board.

114. Defendant Kathe Sackler also served as Vice President of Purdue during the period of development, launch, promotion and marketing of OxyContin. She resigned that position in or after 2003, but she continued to serve on the Board.

115. Defendant Ilene Sackler Lefcourt also served as Vice President of Purdue during the period of development, launch, promotion and marketing of OxyContin. She resigned that position in or after 2003, but she continued to serve on the Board.

116. In 2007, the Directors of Defendant Purdue Pharma, Inc., which included Richard Sackler, Jonathan Sackler, Mortimer DA Sackler, Kathe Sackler, Ilene Sackler Lefcourt, Beverly Sackler, and Theresa Sackler (hereinafter collectively "2007 Sackler Directors"), decided that the Purdue Frederick Company would pay nearly $700 million in criminal fines and plead guilty to a

felony for misleading doctors and patients about opioids. (The Purdue Frederick Company, which went out of business in 2007, was entirely controlled by Defendant Purdue Pharma, Inc.). The company admitted that its supervisors and employees, "with the intent to defraud or mislead, marketed and promoted OxyContin as less addictive, less subject to abuse and diversion, and less likely to cause tolerance and withdrawal than other pain medications."

117. [redacted]

118. The 2007 Sackler Directors, and the Individual Defendants that joined Purdue after 2007, intended for their drive for sales and profits to override any concern for the impact of their deceptive sales practices on public health. They always knew about or were recklessly indifferent to the impact of their actions. [redacted]

119. In 2001, then Attorney General Richard Blumenthal wrote to Defendant Richard Sackler at Purdue. In the letter, Attorney General Blumenthal expressed his alarm over what was

already "widespread misuse, diversion, criminal wrongdoing, and related problems" of OxyContin in Connecticut. He admonished Purdue for what he characterized as "cosmetic and symbolic steps" for dealing with the emerging crisis, and urging it to "overhaul and reform its marketing practices, eliminating the videos and other promotional materials aimed at persuading patients to pressure doctors into prescribing the prescription drug." He went on to make "specific requests for immediate action which I feel will help address the problems…" In its response letter, Purdue assured Attorney General Blumenthal that it had "a lot of experience in what tactics will – and will not – work to address this problem." Ultimately, Purdue did nothing suggested by Attorney General Richard Blumenthal. In fact, it continued to deceived prescribers and patients about the safety of its opioids.

120. The 2007 criminal convictions and numerous warnings prior to the 2007 convictions served as a warning to all current and future directors that deception would be subject to prosecution. Michael Friedman – the CEO of Defendant Purdue Pharma Inc., Defendant Purdue Pharma L.P., and The Purdue Frederick Company – pleaded guilty to criminal charges that he let Purdue deceive prescribers and patients about its opioids. Purdue's top lawyer Howard Udell and Purdue's chief medical officer Paul Goldenheim also pleaded guilty to that same crime.

121. Purdue agreed to a Stipulated Judgment in a suit brought by the State of Connecticut in this Court. That Judgment ordered that Purdue "shall not make any written or oral claim that is false, misleading, or deceptive" in the promotion or marketing of OxyContin. The Judgment further required that Purdue provide "fair balance" regarding risks and benefits in all promotion of OxyContin – including about the risk of addiction. The Judgment also required that Purdue establish, implement, and follow an abuse and diversion detection program to

identify high-prescribing prescribers who show signs of inappropriate prescribing, stop promoting drugs to them, and report them to the authorities. Purdue agreed to that commitment for a ten-year period, from 2007 until 2017.

122. Defendant Purdue Pharma L.P. also agreed to a detailed *"Corporate Integrity Agreement"* with the United States government. The Agreement required Defendant Purdue Pharma L.P. to appoint a Compliance Officer who would "be a member of senior management of Purdue," "make periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors," and "be authorized to report on such matters to the Board of Directors at any time." The *"Corporate Integrity Agreement"* was intended to insure that Purdue and its directors and officers complied with the law.

123. The *"Corporate Integrity Agreement"* included all "owners, officers, directors, and employees" of Defendant Purdue Pharma L.P. as "Covered Persons," including all defendants serving in those capacities from 2007 through 2012. All Covered Persons were required to comply with rules that prohibit deception about Purdue opioids. The directors and CEO were required to undergo hours of training to ensure that they understood the rules. The directors and CEO were required to report all violations of the rules. The directors and CEO were warned that they could face consequences if they failed to comply with the rules. The directors and CEO certified that they had read and understood the rules and would comply with them.

124. The 2007 Directors were acutely aware of their obligations under the *"Corporate Integrity Agreement"* because, in 2009, Defendant Purdue Pharma L.P. had to report to the Inspector General of the United States Department of Health and Human Services that it had not immediately trained a new director on the Agreement. Defendant Purdue Pharma L.P. reported

that "a new Director was appointed to Purdue's Board of Directors, without timely notice to either Corporate Compliance or the Office of General Counsel, as otherwise required by policy, resulting in failure to timely launch the training assignment to this new Board member." Defendant Purdue Pharma L.P. assured the United States government that it had trained the new director, stating that, "[r]elevant personnel were reminded of existing policy to notify Corporate Compliance and the Office of General Counsel of changes to the Board. In both instances, these individuals completed their training assignments within 1 day of Corporate Compliance learning of this issue." Defendant Purdue Pharma L.P. promised the government that the director's training had addressed "the proper methods of promoting, marketing, selling, and disseminating information about Purdue's products."

2. Actionable Period

125. Purdue is a family business completely owned by the Sacklers. The Sacklers always held the controlling majority of the Board, which gave them full power over Purdue.

126. Defendant Boer has been a Director from April 2008 to the present. Defendant Lewent was a Director from March 2009 to October 2015. Defendant Pickett was a Director from January 2010 to the present. Defendant Costa was a Director from April 2012 to January 2018. Defendant Snyderman was a Director from August 2012 to October 2017. These Defendants did not act independently from the Sacklers. They voted with the Sacklers on every one of the hundreds of votes that came before them during their respective Board tenures. The Individual Defendants participated directly in Purdue's unfair and deceptive acts and practices alleged in this Complaint. They had the authority to control Purdue's business practices, including complete oversight and control over Purdue's corporate policies and activities. They were actively involved in Purdue's affairs and actively participated in the making of company

policy. They knew of the unfair and deceptive acts and practices alleged herein, and their actions and inactions resulted in the misconduct. They oversaw and approved numerous Purdue business activities, sales promotions corporate policies that were necessary to the deceptive practices alleged in this Complaint. Despite having the knowledge of the deceptive practices, and the power and authority, they took no action to stop any of the deceptive sales practices alleged in this Complaint. The current CEO, Craig Landau, acknowledged that the Board serves as a de facto CEO.

127. The following are examples of instances of direct involvement of the Individual Defendants in the violations alleged in this Complaint.

128. Defendants Richard Sackler, Jonathan Sackler, Mortimer D.A. Sackler, Kathe Sackler, Ilene Sackler Lefcourt, Beverly Sackler, Theresa Sackler, Boer, and Lewent authorized Russell Gasdia, Vice President of Sales and Marketing, to hire a new staff member who would contact prescribers electronically and would promote Purdue opioids through the deceptive website *"Partners Against Pain."*

129. In June of 2012, Purdue staff told the Defendants Richard Sackler, Jonathan Sackler, Mortimer D.A. Sackler, Kathe Sackler, Ilene Sackler Lefcourt, Beverly Sackler, Theresa Sackler, Boer, and Lewent, that they had expanded the opioid savings cards, because Purdue's latest data showed opioid savings cards led to 60% more patients remaining on OxyContin longer than 90 days. These defendants reviewed the results of Purdue's confidential studies showing that opioid savings cards kept more patients on opioids for 90 days, 120 days, 150 days, 180 days, 210 days, 240 days – even an entire year. Several other times including in 2013 after David Sackler had joined the Board, and when Defendants Boer, Costa, Lewent and Pickett, and Snyderman were on the Board, Russell Gasdia told the Board that Purdue's savings cards were

keeping patients on Purdue's opioids for longer periods of time. In 2013, staff, including Russell Gasdia, told the Board that Purdue was pushing opioid savings cards in sales representatives' visits, online and through email to tens of thousands of prescribers. Despite having the power and authority to do so, Defendants Richard Sackler, Jonathan Sackler, Mortimer D.A. Sackler, Kathe Sackler, Ilene Sackler Lefcourt, Beverly Sackler, Theresa Sackler, David Sackler, Boer, Lewent, Costa, Pickett, and Snyderman, did nothing to stop the use of the saving cards or to ensure that patients and prescribers were warned by sales representatives or in marketing materials that taking opioids for extended periods of time increase addiction.

130. In September of 2007, Defendant Stewart approved distributing the deceptive book *"Responsible Opioid Prescribing,"* sponsored by Purdue, which reinforced Purdue's deceptive message that the clear majority of patients were "trustworthy," meaning that they were not vulnerable to addiction.

131. In September of 2011, Defendant Stewart gave a speech titled *"Providing Relief, Preventing Abuse"* in Connecticut, which falsely blamed the opioid addiction, overdose, and death on "abuse" to draw attention away from the dangers of addiction from Purdue opioids for everyone.

132. In February of 2013, Defendant Stewart drafted proposed sales scripts around the falsely promoted as "abuse-deterrent" formulation of OxyContin, such as:

> Reflecting the depth of its commitment to drug safety and patient health, Purdue Pharma has introduced an abuse-deterrent formulation of OxyContin tablets – that is difficult to manipulate for the purpose of intentional abuse, misuse, and diversion.

Although Defendant Stewart knew the "abuse-deterrent" reformulation would not deter abuse by swallowing pills – the most common route of abuse – the sales scripts did not disclose that.

Rather, they focused on crushing and dissolving to mislead doctors into believing that the reformulation was safe. Defendant Stewart and the team débuted these messages to the sales force in 2013, and sales representatives began using them thereafter.

133. In 2013, Defendant Stewart criticized Russell Gasdia for being "overly conservative" in communications with prescribers. Defendant Stewart directed that sales representatives should promote Purdue's opioids for "moderate persistent pain" even though the FDA had removed the word "moderate" from the drugs' indications.

134. Russell Gasdia directed sales representatives to use marketing materials that critically, omitted the risk of taking opioids for longer periods of time.

135. In February 2015, Defendant Timney gave an internal presentation about Purdue's strategy for continuing to profit from the sale of opioids. Defendant Timney acknowledged that the abuse deterrent properties of OxyContin do "not address overconsumption" orally – i.e., the most common mode of abuse – and that "abusers are likely to find a way around the ADP [Abuse Deterrent Property] technology." At the same time, Defendant Timney directed Purdue's sales representatives to promote OxyContin's abuse deterrent properties – without disclosing these critical facts.

136. Defendant Stewart was CEO of Purdue from 2007 to 2013. Defendant Timney took over as CEO of Purdue from 2014 to 2017. They participated directly in Purdue's unfair and deceptive acts and practices alleged in this complaint. They had the authority to control Purdue's business practices, including complete oversight and control over Purdue's corporate policies and activities. They were actively involved in Purdue's business affairs and actively participated in the making of company policy. They knew of the unfair and deceptive acts and practices alleged herein, and their actions and inactions resulted in the misconduct.

137. The Individual Defendants constantly monitored sales and sales forecasts, asked for data on sales and marketing plans, and studied through their own staff and marketing consultants the best way to sell more and more of their products. Yet, the Individual Defendants were recklessly indifferent to the impact of their actions on addiction and recklessly indifferent to their deceptions despite ever mounting evidence that their deceptions were resulting in an epidemic of addition and death. As an example of their callous indifference to the truth of their deceptions and the public health impact, in stark contrast to their keen and demanding interest in more sales using the deceptive practices alleged in the Complaint, [redacted]

138. Each Individual Defendant:

a. Knew about, allowed and directed Purdue's deceptive sales tactics and marketing;

b. Knew about and/or was recklessly indifferent to the truth, allowed, and directed Purdue's deception;

c. Made and/or approved the policies that guided Purdue's scheme to send sales representatives to visit Connecticut prescribers thousands of times every year to encourage inappropriate prescribing of Purdue's opioids; oversaw the policies that rewarded high prescribers to promote Purdue's opioids; oversaw and directed the policies and decisions that caused Purdue to hire more sales representatives, to push sales harder, to compensate sales representatives in a manner that encouraged more opioids to be prescribed, and directed policy that disciplined the sales force if it fell short of Purdue's their ever increasing sales goals;

d. Oversaw and/or were aware of Purdue's research, including research that contradicted its marketing. Purdue's Board received studies of Purdue opioids prescribed for "opioid-naïve" patients and patients with osteoarthritis, down to the details of the strategies behind the studies and the enrollment of the first patients;

e. Oversaw Purdue's deceptive efforts to get more Connecticut patients on higher doses of opioids for longer periods;

f. Had the power to stop the deception, and failed to exercise that power;

g. Oversaw Purdue's sales representatives and their deceptive sales practices;

h. Tracked the exact number of sales representatives and the exact number of visits they made to urge prescribers to prescribe Purdue opioids in Connecticut through deceptive practices;

i. Knew which drugs were promoted, how many visits sales representatives averaged per workday, how much each visit cost Purdue and the company's plan for sales visits in each upcoming quarter;

j. Recommended, approved and/or directed specific plans to hire new sales representatives, hire and promote new District and Regional managers;

k. Oversaw and directed the deceptive tactics that sales representatives used in Connecticut to push opioids, promotional claims made by Purdue sales representatives, and Purdue's research, including research that contradicted its marketing, but which it did not publicize;

l. Knew or willfully chose to avoid knowing that Purdue's sales efforts in Connecticut would greatly increase patients' risks of addiction and death;

m. Oversaw and directed Purdue's improper response to signs of "abuse and diversion" by high-prescribing prescribers in Connecticut, and to signs that patients were being harmed;

n. Knew about the Connecticut "Region Zero" doctors and did not report the doctors to Connecticut authorities; and

o. Oversaw the exposure of Connecticut consumers to misleading and deceptive sales materials;

p. Participated in creating policies that demanded ever increasing sales and that encouraged the deceptive practices by Purdue's sales force; and that encouraged prescribers to prescribe more and more pills and higher and higher doses for longer periods of time.

139. The Individual Defendants were well aware of Purdue's deadly misconduct and deceptive sales. Selling opioids was part of Purdue's business, and the Individual Defendants, as CEOs or Directors, oversaw the sales and marketing activities at issue. As an example of their complete involvement in the operation of the company:

- The Board reviewed sales forecasts and asked questions about them because they were deeply involved in decisions related to sales. In 2008, when a sales forecast was presented to the Board, Defendant Richard Sackler criticized the sales forecast as being too low and threatened to get the Board to disapprove it. Two days later, he circulated his own sales analysis to the Board and ordered the Secretary to "put this high in the Board agenda," and proposed that he and Defendant Mortimer D.A. Sackler oversee a redo of the annual plan as well as the 5-year plan for Purdue's opioids;

- In 2008, Defendant Mortimer D.A. Sackler demanded answers to a series of question about why sales would not grow in response to a projection that OxyContin sales could plateau;

- In 2009, Defendant Kathe Sackler met with the sales staff to review sales plans for 2010;

- In 2014, Defendant Kathe Sackler worked on "Project Tango," Purdue's code name for an effort to profit from the addiction caused by Purdue's opioids by selling medication to treat opioid addiction and overdoses. In support of the proposed project, she memorialized what Purdue publicly denied for decades: "Pain treatment and addiction are naturally linked." She and staff illustrated this point, and the business opportunity it presented, with a diagram of a funnel

beginning with pain treatment and leading to opioid addiction.

- In 2011, Defendant Jonathan Sackler told staff that he wanted to study changes in the market share for opioids, focusing on dose strength.

- In 2012, Defendant Jonathan Sackler pressed Russell Gasdia for weekly updates on sales.

- In 2011, Defendant Richard Sackler demanded to be sent in to the field to promote opioids along with Purdue's sales representatives. [redacted]

- Defendants Boer, Lewent, Pickett, Costa and Snyderman voted with the Sacklers on every vote about marketing and sales that came before the Board, and were presented all of the same detailed information about the company's sales activities and illegal conduct which permitted the Board, including Boer, Lewent, Pickett, Costa and Snyderman, to micromanage the sales and marketing activities of the company; and

- Defendants Stewart and Timney and Russell Gasdia proposed the deceptive marketing plans to the Board and worked closely with the Board to develop the plans. They directly interfaced with the sales force to implement the plans.

The Individual Defendants had the authority to stop the deadly misconduct, and they failed to stop it.

VII. THE SACKLERS ENRICHED THEMSELVES THROUGH ILLEGAL AND DECEPTIVE ACTIONS AT THE EXPENSE OF THE STATE OF CONNECTICUT AND OTHER CREDITORS

140. The Sacklers caused Purdue and other associated companies that they beneficially owned and controlled to distribute to the Sacklers billions of dollars in Connecticut from the sale of Purdue's opioids.

141. After the 2007 convictions, the Sacklers voted to pay themselves billions of dollars, illustrating the extent of their control over the Purdue board and Purdue, as well as their incentives to sell as many Purdue opioids as possible.

142. Soon after the 2007 convictions, [redacted]

[redacted]

143. By 2014, the Sacklers knew that states were investigating Purdue, commencing actions against the company, and that settlements and/or judgments against Purdue would become a cost of doing business for Purdue. Despite this knowledge, the Sacklers continued to vote to have Purdue pay them significant distributions, and send money to offshore companies. And Purdue continued to forecast hundreds of millions of distributions of Purdue's profits to the Sacklers.

144. Purdue agreed to pay Kentucky $24 million over the course of eight years in a settlement announced in late 2015 of a 2007 suit against Purdue for misleading the public about the addictiveness of its opioids.

145. The Kentucky Attorney General's lawsuit was discussed by Purdue's sales staff, who exchanged news reports of a lawsuit accusing Purdue of deceptive marketing in Kentucky. These reports quoted Purdue's own attorney and chief financial officer stating that the company faced claims of more than a billion dollars that "would have a crippling effect on Purdue's

operations and jeopardize Purdue's long-term viability." The same news reports regarding the 2015 Kentucky settlement, disposing of Kentucky's 2007 suit, noted that similar litigation "against Purdue and other opioid makers" would subject Purdue to the "billions" faced by "Big Tobacco in the 1990s."

146. In May 2019, Purdue was scheduled to face trial in Oklahoma in an action commenced by Oklahoma's Attorney General. Purdue settled the case with Oklahoma on March 26, 2019, for $270 million, secured in large part by letters of credit. The "Dr. Mortimer and Dr. Raymond Sackler families" agreed to make a "voluntary and irrevocable contribution" of $75 million in settlement of the case. In October 2019, Purdue will face trial in federal court in Cleveland, Ohio in the *National Prescription Opiate Litigation*, which includes as plaintiffs 1,500 counties, municipalities, hospitals and others. To date, trial dates have been set in at least seven states against Purdue including California, Washington, South Carolina, New Jersey, Alaska and Missouri. These cases, commenced by state attorneys general in 2017 and 2018, represent the culmination of investigations started years earlier during the post-conviction wave of litigation against Purdue beginning in 2014.

147. In early March 2019, Purdue began threatening to commence bankruptcy proceedings. "As a privately-held company, it has been Purdue Pharma's longstanding policy not to comment on our financial or legal strategy," Purdue said in a statement, but less than ten days later, Purdue's President and CEO Landau, spoke with *"The Washington Post"* to double-down on Purdue's threat to delay scheduled trials, and ultimately delay and otherwise limit states' recovery against Purdue.

148. On March 13, 2019, Landau "declined to discuss the pending [opioids] litigation but, in the same interview with *"The Washington Post,"* announced that bankruptcy was

something the company was weighing as it considers the impact of potential legal settlements or jury verdicts that could cost tens of billions of dollars. "It is an option," Landau said. "We are considering it, but we've really made no decisions on what course of actions to pursue. A lot depends on what unfolds in the weeks and months ahead."

149. Despite knowing that Purdue faces certain liabilities to the states, including Connecticut, Purdue – at the Sacklers' direction – continued to pay themselves hundreds of millions of dollars each year in distributions during the Actionable Period for no consideration and in bad faith. As a result of Defendants' unlawful distributions to the Sacklers, assets are no longer available to satisfy Purdue's creditors.

150. According to publicly available information, annual revenue at Purdue averaged about $3 billion per year, mostly from OxyContin sales, and Purdue made more than $35 billion since releasing OxyContin in 1995. According to publicly available information, Purdue, at the direction of the Board, paid the Sacklers billions in profits stemming from the sale of Purdue's opioids. In June 2010, Purdue gave the Sacklers an updated 10-year plan for growing Purdue's opioid sales in which the Sacklers stood to receive at least $700 million each year from 2010 through 2020. In December 2014, Purdue told the Sacklers that Purdue would pay them $163 million in 2014 and projected $350 million in 2015. At board meeting after board meeting, the Sacklers voted to have Purdue pay them hundreds of millions in Purdue profits from the sale of opioids through entities including Purdue Holdings L.P., PLP Associates Holdings L.P., [redacted] Rosebay Medical Company, L.P., and Beacon Company. [redacted]

151. To PLP Associates Holdings L.P., the Sacklers voted to distribute the following amounts:

- $50,000,000 in April 2008;
- $250,000,000 in June 2008;
- $199,012,182 in September 2008;
- $200,000,000 in March 2009;
- $162,000,000 in June 2009;
- $173,000,000 in September 2009;
- $236,650,000 in February 2010;
- $141,000,000 in April 2010;
- $240,000,000 in September 2010;
- $160,000,000 in December 2010;

[redacted]

- $2,930,000 in February 2013;
- $367,059 in October 2014;
- $57,400,000 and $15,600,000 in December 2014;
- $710,500 in January 2015;
- $2,160,000 in March 2015;
- $135,000,000 in September 2015;
- $1,975,000 in October 2015;
- $60,000,000 in November 2015; and
- $107,000,000 in January 2016.

152. The Sacklers also voted to distribute Purdue's opioid profits to Purdue Holdings, L.P. including $15 million in February 2013 and $5,512,500 in June 2015.

153. In early November 2008, the Sacklers authorized distributions to Rosebay Medical Company L.P. and Beacon Company in the amount of $275 million each. Shortly thereafter in early November 2008, the Sacklers authorized an additional $325 million to be distributed to Rosebay Medical Company L.P. and Beacon Company. In December 2010, [redacted] $100 million to Rosebay Medical Company L.P. and Beacon Company [redacted] And again in June and September 2011, the Sacklers voted to disburse $200 million and $140,800,000 to Rosebay Medical Company L.P. and Beacon Company, respectively, through PLP Associates Holdings L.P. and BR Holdings Associates, L.P.

154. The Sacklers also authorized significant non-tax distributions in recent years. [redacted] In July 2012, a $113 million "non-tax distribution was made bringing the year-to-date total to $242 million." [redacted] In 2014, Purdue made approximately $274.4 million payments in

"non-tax distributions" to Rosebay Medical Company L.P. and Beacon Company.

155. [redacted]

156. Purdue's corporate documents acknowledged the toll "non-tax distributions" and increasing "Ex-US" – Purdue's purported investments outside the United States – were taking on Purdue's finances. [redacted]

157. Nonetheless, as demonstrated above, Purdue and the Sacklers distributed hundreds of millions of dollars of Purdue's opioid profits to the Sacklers each year. Purdue has been involved in two decades of litigation for its misconduct regarding the sale and marketing of OxyContin. Purdue and the Sacklers thus always understood, and were aware of, the potential catastrophic effect on their business of investigations and lawsuits relating to their opioids

business. Purdue' recent claimed inability to pay what it owes to plaintiffs including Connecticut, results from its distributions to Purdue's owners (the Sacklers), which continued unabated during the Actionable Period.

158. Purdue, at the direction of the Sacklers, fraudulently conveyed hundreds of millions of dollars of Purdue's profits from opioids to the Sacklers each year during the Actionable Period despite Purdue's and the Sacklers' knowledge that they faced certain and significant liabilities because of the multitude of litigation against Purdue including Connecticut.

159. Purdue, at the direction of the Sacklers, distributed Purdue's profits to entities for the benefit of the Sacklers for no consideration, the purpose and effect of which has been to place hundreds of millions of dollars in assets beyond the reach of creditors including the State of Connecticut in the opioids litigation. The Sacklers gave no regard to Purdue's ability to pay creditors like Connecticut, or even negotiate a settlement in good faith, given the hundreds of millions of dollars each year hidden away by distributing those funds to the Sacklers.

160. Now, when faced with the reality that Purdue – and the Sacklers – will finally be held accountable commensurate to their misconduct, Purdue has publicly admitted that it cannot pay its threatened liabilities and is threatening to commence bankruptcy proceedings.

VIII. CAUSES OF ACTION

A. FIRST COUNT: VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT (GENERAL STATUTES § 42-110a, ET SEQ.) DECEPTION COMMITTED BY PURDUE

1-160. Paragraphs 1 through 160 of the Complaint are hereby repeated and realleged as Paragraphs 1 through 160 of this First Count as if fully set forth herein.

161. Throughout the Actionable Period, Purdue's course of conduct, as alleged herein, has been undertaken in the conduct of trade or commence, as defined in General Statutes

§ 42-110a(4).

162. Purdue systematically and continually conducted business throughout the State of Connecticut by marketing, advertising and selling the prescription opioids that are the subject of this lawsuit.

163. In the course of trade or commerce, including the marketing and selling of opioids to consumers in Connecticut, Purdue made representations regarding the use of opioids for chronic pain it they knew would result in unnecessary and excessive prescriptions for opioids.

164. The representations made by Purdue, both together and separately, or through front groups, regarding the use of opioids for chronic pain were false, and the Defendants omitted critical information, misleading prescribers, pharmacists and patients.

165. Purdue knew that its representations regarding the use of opioids for chronic pain were false, and it omitted critical information, misleading prescribers, pharmacists and patients.

166. Purdue's representations, as described herein, have been and are material, false, likely to mislead and did mislead prescribers, pharmacists and patients reasonably interpreting the representations, causing the prescribers to prescribe dangerous opioids and patients to take them, or to prescribe or take them for longer periods of time, or in higher doses than they otherwise would have done, putting their lives at risk.

167. Purdue's omissions of critical information, as described herein, have been and are material, likely to mislead and did mislead prescribers, pharmacists and patients reasonably interpreting the omissions of critical information, causing the prescribers to prescribe dangerous opioids and patients to take them, or to prescribe or take them for longer periods of time, or in higher doses than they otherwise would have done, putting their lives at risk.

168. By doing the aforesaid acts or practices during the Actionable Period, Purdue has

engaged in deceptive acts or practices in violation of General Statutes § 42-110b(a).

169. Purdue 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.

B. SECOND COUNT: VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT (GENERAL STATUTES § 42-110a, ET SEQ.) UNFAIRNESS COMMITTED BY PURDUE

1-169. Paragraphs 1 through 169 of the Complaint are hereby repeated and realleged as Paragraphs 1 through 169 of this Second Count as if fully set forth herein.

170. Throughout the Actionable Period, Purdue's course of conduct, as alleged herein, has been undertaken in the conduct of trade or commence, as defined in General Statutes § 42-110a(4).

171. Purdue systematically and continually conduct business throughout the State of Connecticut by marketing, advertising and selling the prescription opioids that are the subject of this lawsuit.

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

173. Purdue'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, Purdue'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.

174. Purdue's marketing of opioids for chronic pain was immoral, unethical,

oppressive and unscrupulous because they placed profits over the health, safety and welfare of their patients. Purdue's marketing preyed on the suffering of chronic pain patients and the doctors who want to alleviate the pain of those patients.

175. Purdue's conduct caused substantial injury to consumers, including but not limited to: (a) widespread dissemination of false and misleading information regarding the risks and benefits of opioids to treat chronic pain; (b) a distortion of the medical standard of care for treating chronic pain, resulting in pervasive overprescribing of opioids and the failure to provide more appropriate pain treatment; (c) high rates of opioid abuse, injury, overdose, and death, and their impact on Connecticut families and communities; (d) increased health care costs for individuals, families, employers, and the State; (e) lost employee productivity resulting from the cumulative effects of long-term opioid use, addiction, and death; (f) the creation and maintenance of a secondary, criminal market for opioids; and (g) greater demand for emergency services and law enforcement paid for by the State at the ultimate cost of taxpayers.

176. By doing the aforesaid acts or practices during the Actionable Period, Purdue has engaged in unfair business practices in violation of General Statutes § 42-110b(a).

177. Purdue knew or should have known that their conduct was unfair under General Statutes § 42-110b, and therefore their conduct was willful under General Statutes § 42-110o.

C. THIRD COUNT: VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT (GENERAL STATUTES § 42-110a, ET SEQ.) DECEPTION COMMITTED BY THE INDIVIDUAL DEFENDANTS.

1-177. Paragraphs 1 through 177 of the Complaint are hereby repeated and realleged as Paragraphs 1 through 177 of this Third Count as if fully set forth herein.

178. The Individual Defendants' course of conduct, as alleged herein, has been

undertaken in the conduct of trade or commence, as defined in General Statutes § 42-110a(4).

179. The Individual Defendants systematically and continually conduct business throughout the State of Connecticut by marketing, advertising and selling the prescription opioids that are the subject of this lawsuit.

180. In the course of trade or commerce, including the marketing and selling of opioids to consumers in Connecticut, the Individual Defendants made or caused to be made representations regarding the use of opioids for chronic pain that they knew would result in unnecessary and excessive prescriptions for opioids.

181. The representations made or caused to be made by the Individual Defendants together and separately, or through front groups, regarding the use of opioids for chronic pain were false, and the Individual Defendants omitted critical information that mislead prescribers, pharmacists and patients.

182. The Individual Defendants knew but actively concealed that their representations regarding the use of opioids for chronic pain were false and omitted critical information that mislead prescribers, pharmacists and patients.

183. The Individual Defendants' representations, as described herein, have been and are material, false and likely to mislead and, did mislead prescribers and patients reasonably interpreting the representations, causing the prescribers to prescribe dangerous opioids and patients to take them, putting their lives at risk.

184. The Individual Defendants' omissions of critical information as described herein have been and are material and likely to mislead, and did mislead prescribers and patients reasonably interpreting the omissions, causing the prescribers to prescribe dangerous opioids and patients to take them, putting their lives at risk.

185. By doing the aforesaid acts or practices during the Actionable Period, the Individual Defendants have engaged in deceptive acts or practices in violation of General Statutes § 42-110b(a).

186. The Individual Defendants knew or should have known that their conduct was deceptive under General Statutes § 42-110b, and therefore their conduct was willful under General Statutes § 42-110o.

D. FOURTH COUNT: VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT (GENERAL STATUTES § 42-110a, ET SEQ.) UNFAIRNESS COMMITTED BY THE INDIVIDUAL DEFENDANTS

1-186. Paragraphs 1 through 186 of the Complaint are hereby repeated and realleged as Paragraphs 1 through 186 of this Fourth Count as if fully set forth herein.

187. Throughout the Actionable Period, the Individual Defendants' course of conduct, as alleged herein, has been undertaken in the conduct of trade or commence, as defined in General Statutes § 42-110a(4).

188. The Individual Defendants systematically and continually conduct business or cause it to be conducted throughout the State of Connecticut by marketing, advertising and selling the prescription opioids that are the subject of this lawsuit.

189. The Individual Defendants' course of conduct was and is immoral, unethical, oppressive, unscrupulous, and caused and continues to cause substantial injury to the State of Connecticut and Connecticut consumers.

190. The Individual Defendants' 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, the Individuals Defendants' intentional conduct created a dangerous

situation that has directly and proximately caused substantial, unreasonable and continuing injury upon Connecticut residents, interfering with their right to public peace, order, health and safety.

191. The Individual Defendants' marketing of opioids for chronic pain was immoral, unethical, oppressive and unscrupulous because they placed profits over the health, safety and welfare of its patients. Their marketing preyed on the suffering of chronic pain patients and the prescribers who want to alleviate the pain of those patients.

192. The Individual Defendants' conduct caused substantial injury to consumers, including but not limited to: (a) widespread dissemination of false and misleading information regarding the risks and benefits of opioids to treat chronic pain; (b) a distortion of the medical standard of care for treating chronic pain, resulting in pervasive overprescribing of opioids and the failure to provide more appropriate pain treatment; (c) high rates of opioid abuse, injury, overdose, and death, and their impact on Connecticut families and communities; (d) increased health care costs for individuals, families, employers, and the State; (e) lost employee productivity resulting from the cumulative effects of long-term opioid use, addiction, and death; (f) the creation and maintenance of a secondary, criminal market for opioids; and (g) greater demand for emergency services and law enforcement paid for by the State at the ultimate cost of taxpayers.

193. By doing the aforesaid acts or practices during the Actionable Period, the Individual Defendants have engaged in unfair acts or practices in violation of General Statutes § 42-110b(a).

194. The Individual Defendants knew or should have known that their conduct was unfair under General Statutes § 42-110b, and therefore their conduct was willful under General Statutes § 42-110o.

E. COUNT FIVE: FRAUDULENT TRANSFER

1-194. Paragraphs 1 through 194 of the Complaint are hereby repeated and realleged as Paragraphs 1 through 194 of this Fifth Count as if fully set forth herein.

1. Intentional

195. The State's litigation against Purdue constitutes a claim against Purdue rendering the State a creditor of Purdue within the meaning of General Statutes § 52-552b(4).

196. The State's claim arose at the beginning of the Actionable Period when Purdue repeatedly violated the law. At no time did Purdue and the Sacklers conduct their business within the law.

197. All of the transfers of assets from Purdue to the Sacklers described above constituted transfers pursuant to General Statutes § 52-552b(12), and were made with actual intent to hinder, delay or defraud present and/or future creditors of Purdue, including the State of Connecticut.

198. Accordingly, the State is entitled to the relief provided by General Statutes § 52-552h.

2. Constructive

199. The State's litigation against Purdue constitutes a claim against Purdue rendering the State a creditor of Purdue within the meaning of General Statutes § 52-552b(4).

200. The State's claim arose at the beginning of the Actionable Period when Purdue repeatedly violated the law. At no time did Purdue and the Sacklers conduct their business within the law.

201. All of the transfers of assets from Purdue to the Sacklers described above constituted transfers pursuant to General Statutes § 52-552b(12), and were made without

receiving a reasonably equivalent value in exchange for the transfer, and Purdue was engaged in or about to engage in a business or transaction for which the remaining assets of Purdue were unreasonably small in relation to the business or transaction, or, in the alternative, intended to incur, or believed or reasonably should have believed that Purdue would incur, debts beyond its ability to pay as they became due.

202. In addition and/or in the alternative, those conveyances were made at a time when Purdue was insolvent or became insolvent as a result of the transfer or obligation.

203. Accordingly, the State is entitled to the relief provided by General Statute § 52-552h.

IX. PERSONAL JURISDICTION/DUE PROCESS

204. Purdue employed numerous sales representatives in Connecticut to promote Purdue's opioids in Connecticut. The sales force was directed from the headquarters in Connecticut.

205. According to the Bylaws for Defendant Purdue Pharma, Inc., the "[r]egular meetings of the Board of Directors shall be held at … One Stamford Forum, Stamford, Connecticut or an office in New York, New York … or at such other place as the Board of Directors may from time to time otherwise determine."

206. Individual Defendants [redacted]. They voted for and/or ordered sales representatives to go door-to-door, making thousands of visits to prescribers in Connecticut to implement the deceptive scheme described in this Complaint. [redacted]

[redacted]

207. Despite being warned in writing that it was a high-risk activity, the Individual Defendants directed payments to [redacted] doctors in exchange for the doctors' promotion of Purdue drugs.

208. The Individual Defendants directed the dissemination of tens of thousands of copies of unfair or deceptive marketing materials to prescribers throughout [redacted] to get more and more patients on Purdue's drugs for longer and longer periods of time at high and higher doses. Although they did not lick the stamps or deliver the material to the prescribers themselves, these individuals directed and/or managed a chain-of-command [redacted] causing these materials to be disseminated in [redacted] to create increased sales and profits for the Individual Defendants.

209. Defendant [redacted] He has owned a home in Greenwich, Connecticut from 1979 to the present.

210. [redacted]

211. Defendant Richard Sackler maintains a Physician/Surgeon License and a Controlled Substance Registration for Practitioner License in the State of Connecticut. He has been licensed as a Physician/Surgeon in Connecticut since 1994. He has held a Controlled Substance Registration for Practitioner License in the State of Connecticut since at least 2010.

212. Defendant Kathe Sackler lives in Connecticut. She has lived in Connecticut throughout the Relevant Period. She owns property in Easton, Connecticut.

213. Defendant Jonathan Sackler lives in Connecticut. He has lived in Connecticut throughout the Actionable Period. He owns a home in Greenwich, Connecticut.

214. Defendant Beverly Sackler lived in Connecticut and has lived in Connecticut throughout the Actionable Period.

215. Defendant David Sackler lived in Greenwich, Connecticut in 2007.

216. Defendant Boer lived and owned property in Greenwich, Connecticut from 1983 to 2002.

217. Defendant Costa resides in Connecticut and has lived in Connecticut throughout the Actionable Period.

218. Defendant Stewart lived and owned property in Stamford, Connecticut from 2008 to 2016. [redacted]

219. Defendant Timney resides in Connecticut and has lived in Connecticut throughout the Actionable Period. [redacted]

220. Defendants Richard Sackler, Beverly Sackler, Ilene Sackler Lefcourt, Jonathan Sackler, Kathe Sackler, Mortimer Sackler, and Theresa Sackler, in their capacity as Directors in 2007, voted for and caused Defendant Purdue Pharma L.P. to enter into a settlement agreement with Connecticut to address Purdue's liability from some of its previous deception of doctors and patients about its opioids.

221. Subsequently, as described in this Complaint, the Individual Defendants directed or caused Purdue to violate the 2007 Judgment of this Court.

222. This misconduct caused tortious injury in Connecticut by killing hundreds of people and injuring many more.

223. Each Individual Defendant derived substantial revenue from the sale of goods used or consumed in Connecticut.

224. The Defendants who were directors, the Sacklers, Defendants Boer, Costa, Pickett, Snyderman and Lewent, (hereinafter collectively referred to as "Director Defendants") paid themselves handsomely for their positions on the Board. Defendant Snyderman reported to the government some of what Purdue paid him. Purdue paid him at least $32,972 for a few months of 2013; $166,119 in 2014; $168,887 in 2015; and $124,360 in 2016.

225. Each Director Defendant was on the Board for at least five years (and in many cases for 20 years). In exchange for sitting on the Board, Purdue paid each Director Defendant more than $600,000.

226. Defendant Stewart has collected substantial revenue from the sale of Purdue opioids in Connecticut.

227. Defendant Timney has collected substantial revenue from the sale of Purdue opioids in Connecticut.

228. Purdue formed a political action committee in Connecticut which has been registered in Connecticut from January 1, 2001 to December 31, 2020. It is registered as "Purdue Pharma Inc. Political Action Committee (Purdue PAC)." Since January 1, 2009, its mailing address has been One Stamford Forum, Stamford, Connecticut – Purdue's corporate headquarters. It gave thousands of dollars to Connecticut candidates for office.

229. Defendants Richard Sackler, Jonathan Sackler, Mortimer D.A. Sackler, David Sackler, Snyderman, Boer, and Lewent, each gave thousands of dollars to the Purdue PAC.

PRAYER FOR RELIEF

WHEREFORE, the State of Connecticut requests the following relief:

1. A finding that by the acts alleged herein, Defendants engaged in unfair and deceptive acts and practices in the course of engaging in the trade or commerce of pharmaceutical manufacturing and sales within the State of Connecticut in violation of the Connecticut Unfair Trade Practices Act;

2. An injunction pursuant to General Statutes § 42-110m enjoining Defendants from engaging in any acts that violate the Connecticut Unfair Trade Practices Act, including, but not limited to, the unfair and deceptive acts and practices alleged herein;

3. An order pursuant to General Statutes § 42-110m requiring that Defendants submit to an accounting to determine the amount of improper revenue paid to Defendants as a result of its unfair and deceptive acts and practices;

4. An order pursuant to General Statutes § 42-110o directing Defendants to pay a civil penalty of $5,000 for each and every willful violation of the Connecticut Unfair Trade Practices Act;

5. An order pursuant to General Statutes § 42-110m directing Defendants to pay restitution;

6. An order pursuant to General Statutes § 42-110m directing Defendants to disgorge all revenues, profits, and gains achieved in whole or in part through the unfair acts or practices complained of herein;

7. An order pursuant to General Statutes § 42-110m directing Defendants to pay reasonable attorneys' fees to the State of Connecticut;

8. An order pursuant to General Statutes § 52-552h for an avoidance of the transfers made to the Sacklers;

9. An injunction pursuant to General Statutes § 52-552h against further disposition by Purdue and/or the Sacklers of the money transferred;

10. Any other relief as the circumstances require pursuant to General Statutes § 52-552h;

11. Costs of suit; and

12. Such other relief as this Court deems just and equitable.

Plaintiff State of Connecticut hereby demands a trial by jury on all issues and causes of action so triable.

Dated at Hartford, Connecticut, this 22nd day of April, 2019.

PLAINTIFF
STATE OF CONNECTICUT

WILLIAM TONG
ATTORNEY GENERAL

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CERTIFICATION

I hereby certify that a copy of the foregoing complies with the requirements of Connecticut Practice Book § 4-7 and that a copy was delivered electronically to all counsel of record, who have given written consent for electronic delivery, in accordance with Connecticut Practice Book § 10-13, on this 22nd day of April, 2019 as follows:

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For Defendants Richard S. Sackler, Theresa E. Sackler, Kathe A. Sackler, Beverly Sackler, Jonathan D. Sackler, Mortimer D.A. Sackler, David A. Sackler, Irene Sackler Lefcourt, Frank Peter Boer, Paulo F. Costa, Judith Lewent, Cecil B. Pickett and Ralph Snyderman

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By: /s/ *Jeremy L. Pearlman*
Jeremy L. Pearlman
Assistant Attorney General

NO. X07 HHD-CV-19-6105325-S

STATE OF CONNECTICUT, *Plaintiff,*	:	SUPERIOR COURT
	:	COMPLEX LITIGATION DOCKET
v.	:	AT HARTFORD
PURDUE PHARMA L.P., PURDUE PHARMA INC., RICHARD SACKLER, THERESA SACKLER, KATHE SACKLER, JONATHAN SACKLER, MORTIMER D.A. SACKLER, BEVERLY SACKLER, DAVID SACKLER, ILENE SACKLER LEFCOURT, FRANK PETER BOER, PAULO COSTA, CECIL PICKETT, RALPH SNYDERMAN, JUDITH LEWENT, JOHN, STEWART, AND MARK TIMNEY	:	
Defendants	:	APRIL 22, 2019

AMOUNT IN DEMAND

The amount, legal interest or property in demand is $15,000.00 or more, exclusive of interest and costs.

Dated at Hartford, Connecticut, this 22nd day of April, 2019.

PLAINTIFF
STATE OF CONNECTICUT

WILLIAM TONG
ATTORNEY GENERAL

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CERTIFICATION

I hereby certify that a copy of the foregoing complies with the requirements of Connecticut Practice Book § 4-7 and that a copy was delivered electronically to all counsel of record, who have given written consent for electronic delivery, in accordance with Connecticut Practice Book § 10-13, on this 22nd day of April, 2019 as follows:

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