

CIVIL ACTION
DOCKET NO. CV-19-

COMPLAINT FOR INJUNCTIVE RELIEF
AND CIVIL PENALTIES UNDER
THE MAINE UNFAIR TRADE
PRACTICES ACT

PARTIES

1. The Plaintiff is the State of Maine. The Attorney General is authorized to commence this action pursuant to 5 M.R.S. §§ 192 and 209, the Maine Constitution, and the powers vested in him at common law.

2. Defendant Purdue Pharma L.P. is a limited partnership organized under the laws of Delaware with its principal place of business in Connecticut. It is controlled by Purdue Pharma, Inc. It is registered to do business in Maine with the Maine Secretary of State.

3. Defendant Purdue Pharma Inc. is a New York corporation with its principal place of business in Stamford, Connecticut. Since the 1990s it has been engaged in manufacturing, sales, distribution, and research and development of pharmaceutical products including opioid pain reliever medications. Purdue Pharma, Inc. is the general partner of Defendant Purdue Pharma, L.P. (they are collectively referred to herein as “Purdue”)

4. Defendants Richard Sackler, Jonathan Sackler, Mortimer Sackler and Kathe Sackler, (hereinafter collectively referred to as the “Sackler Defendants”) are all members of the same family and, along with other members of their family, have been members of the Board of Directors of Purdue Pharma Inc. since the 1990s. They were members of the Board during all times relevant to this Complaint. They are the de facto CEO of Purdue and its alter ego. They personally direct and control the unfair and deceptive practices at Purdue.

5. Upon information and belief: Defendants Richard Sackler, Kathe Sackler and Jonathan Sackler reside in Connecticut and Defendant Mortimer Sackler resides in New York.

6. The Sackler Defendants used a number of known and unknown entities such as limited partnerships and trusts as vehicles to transfer funds from Purdue directly or indirectly to themselves.

JURISDICTION AND VENUE

7. This court has jurisdiction over the subject matter of this complaint pursuant 5 M.R.S. § 209.

8. This court has jurisdiction over the Defendants pursuant to 14 M.R.S. § 704-A

9. Venue is proper in Kennebec County pursuant to 5 M.R.S. § 209.

FACTS

10. Purdue launched Oxycontin in 1996 and aggressively marketed it while representing that its risk of addiction was small.

11. Between March and August of 2000, the Purdue [REDACTED]
[REDACTED] lectures in Maine to promote OxyContin.

12. On August 17, 2000 the United States Attorney for the District of Maine held a press conference to announce 11 indictments for illegal acquisition and sale of OxyContin. In his press statement the U. S. Attorney said that OxyContin was similar in effect to heroin and easily abused.

13. In response the U.S. Attorney's statement, Purdue employees created, and the Sackler Defendants approved, [REDACTED] in Maine.

14. [REDACTED]
[REDACTED]
[REDACTED]

15. [REDACTED] sent a Purdue representative to Ellsworth, Maine on August 28, 2000 to educate Maine health professionals about the benefits of OxyContin.

16. From 2001 to 2007 Purdue Pharma, Inc. and Purdue Pharma, L.P. were investigated by 26 states including Maine, and the United States Department of Justice for misleading doctors and patients about the safety and efficacy of opioids.

17. In May of 2007, The CEO, of Purdue Pharma, Inc., Purdue Pharma L.P. and the Purdue Frederick Company, along with their chief legal and medical officers also plead guilty to felony and misdemeanor criminal charges of misbranding OxyContin in violation of federal law in the United States District Court for the Western District of Virginia.¹ (The Purdue Frederick Company was another corporate entity controlled by the same people, which shared the same headquarters and facilities of Purdue Pharma, L.P.) 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.”

18. Also in May of 2007, Maine brought an action against Purdue related to the marketing campaign for OxyContin alleging that Purdue aggressively promoted OxyContin as a first line response to pain and a powerful and effective pain reliever, while minimizing the risks of abuse, dependence, addiction, and diversion².

19. On May 23, 2007, this Court signed a Consent Judgment resolving the case. The Consent 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 Pharma, Inc. and Purdue Pharma L.P. provide “fair balance” regarding risks and benefits in all promotion of OxyContin—including about the risk of addiction. The Judgment further required that Purdue Pharma, Inc. and Purdue Pharma, L.P. establish, implement, and follow an abuse and diversion detection program to identify high-prescribing doctors who show signs of inappropriate prescribing, stop promoting drugs to them, and report them to the authorities.

¹ *United States v. Purdue Frederick Co., Inc.*, 495 F. Supp. 2d 569, 571 (W.D. VA 2007); *United States v. Purdue Frederick Co., Inc., et al.* Case 1:07-cr-00029-JPL, Dck.5-2.

² *State of Maine v. Purdue Pharma, Inc., Purdue Pharma L.P. and the Purdue Frederick Co., Inc.* CV-07-143 (Me Super. Ct., Ken. Cty.).

Purdue agreed to that commitment for a 10-year period from 2007 until 2017 and submitted to the jurisdiction of this Court, as directed by the Sackler Defendants.

20. At the direction of the Sackler Defendants, Purdue continued to deceptively market its opioids in Maine during that 10-year time period. In fact, Purdue's marketing here was so successful that according to the CDC in 2012 Maine health care providers wrote prescriptions for long acting or extended release opioid pain relievers at the highest rate in the nation—21.8 prescriptions for every 100 Mainers.

21. In 2012 alone, Purdue's sales force made over [REDACTED] visits to Maine health care providers to Promote Purdue's opioid pain medications, as directed by the Sackler defendants. The 2012 sales visits [REDACTED]
[REDACTED] Purdue sales representatives.

22. The CDC also reported that in 2012 Maine health care providers wrote more prescriptions per 100 residents for the highest dose opioids—those most dangerous to patients and the most profitable to Purdue—than all but ten states.

23. At the same time, in 2012 there were 53 pharmacy robberies in Maine an increase from the previous year in which there were 24.

OPIOIDS, ADDICTION AND DEATH

24. Opioids are a class of central nervous system depressant drugs that attach to receptors in the brain, spinal cord, and gastrointestinal tract and suppress function.

25. 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.

26. Opioids are extremely addictive.

27. 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. 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 that create and maintain addiction.

28. Once a patient starts opioid treatment, it is extraordinarily difficult to stop. This is particularly true for patients first prescribed an extended release opioid.

29. Opioid pain medication use presents serious risks, including overdose and opioid use disorder—a technical term for addiction.

30. There are no safe opioid doses, but the higher the dose and the longer the treatment, the more likely serious adverse events are to occur.

31. The Federal Substance Abuse and Mental Health Services Administration estimated that between 2007 and 2016, an average of 10,400 Maine residents each year struggled with opioid use disorder, which includes heroin use and pain relievers.

32. Of the 2,206 opioid overdose deaths in Maine between 2007 and 2018, which include deaths involving heroin or non-prescription fentanyl 1,321 were caused by prescription opioids. Of those deaths 482 were caused by oxycodone.

PURDUE'S OPIOIDS

33. Opioids come in two basic formulations: immediate release and extended release.

34. Immediate release opioids deliver the full dose quickly as the pill dissolves. The immediate release opioid market is heavily generic.

35. Extended release opioids are concentrated versions of the same active ingredients as immediate release opioids but contain a time release matrix that is supposed to release the drug over time. OxyContin, for example, is oxycodone in a time-release matrix that claims to deliver the drug over 12 hours.

36. Purdue makes and markets extended release branded opioids for the treatment of chronic –lasting for at least three months-- long-term non-cancer related pain. The extended release market has far more branded products, and Purdue’s drugs compose a majority of the extended release market.

37. Purdue introduced 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 formula from the market which allowed Purdue to avoid competition from generic equivalents to the original OxyContin.

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

39. Then Purdue introduced Hysingla, yet another branded, time-release opioid prescription drug.

40. Purdue marketed and sold several opioids in Maine, including OxyContin, MS Contin, Butrans, Hysingla, and Dilaudid.

THE DECEPTIVE SCHEME TO PROMOTE OPIOIDS

THE MESSAGE

41. The Sackler Defendants and Purdue designed, financed and waged a campaign, to mislead prescribers, patients and the public into believing that their opioid drugs were safe to treat pain on a long-term basis.

42. Purdue, at the Sackler Defendants direction, told prescribers to prescribe higher and higher doses and to keep patients on opioid prescriptions for longer periods of time when the Defendants knew that their products caused addiction and death.

43. Even after the 2007 guilty pleas and 2007 Consent Judgments, Purdue expressly and impliedly represented that the risk of addiction was both slight and manageable in marketing its opioid products.

44. Although the labels contain warnings about addiction, the severity of that risk is not quantified. Purdue's marketing of prescription opioids asserted that screening, abuse deterrent formulations, or urinalysis can adequately manage the risk of addiction without evidence to support those claims.

45. Purdue's deceptive opioid marketing focused on convincing doctors and other prescribers that (a) opioids were effective at relieving pain and improving function; and (b) the adverse effects of opioids (especially addiction) were overstated or could be easily managed and treated.

46. Purdue engaged in numerous deceptive or unfair acts and practices designed to convince health care providers to continue prescribing its opioids despite the risks, including:

- a. Misrepresenting the truth and making unsubstantiated claims about how opioids lead to addiction and the extent to which addiction risk can be managed and addiction prevented;
- b. Misleadingly using terms like addiction, dependence, tolerance, physical dependence and "pseudoaddiction" to persuade health care providers and patients that the addiction risk of opioids could be successfully managed;
- c. Misrepresenting and making unsubstantiated claims that increased doses of opioids did not pose significant additional risks;
- d. Misrepresenting and making unsubstantiated claims that there was no ceiling on the dosage of opioids that could be safely prescribed;

- e. Misrepresenting and making unsubstantiated claims about the challenges entailed in managing withdrawal;
- f. Marketing Purdue's abuse deterrent formulations of opioid medications as a means of addressing the opioid epidemic;
- g. Misrepresenting the cause of the opioid crisis as primarily criminal abuse and diversion and minimizing the role of addiction caused by taking opioids as prescribed.

47. The Defendants pushed this central, deceptive message in ways strategically designed to deceive prescribers and patients.

THE UNFAIR AND DECEPTIVE DELIVERY

48. Purdue marketed its brand-name opioids such as OxyContin, MS Contin, Butrans Hysingla and Dilaudid, directly to health care providers in Maine through in-person visits from sales representatives, also known as "detailers."

49. Purdue carefully trained its sales representatives to deliver company-approved messages designed to generate prescriptions of Purdue's opioid drugs. To ensure that sales representatives delivered the desired messages to prescribers, Purdue directed and monitored its sales representatives through detailed action plans, trainings, tests, scripts, role-plays, supervisor – tag-alongs, and review of sales representatives' call notes from each visit. Purdue required its sales representatives to use sales aids reviewed, approved, and supplied by Purdue and forbade them from using promotional materials not approved by its marketing and compliance departments.

50. Face to face detailing can and does impact doctors' prescribing habits.

51. Between January 2008 and November 2016, Purdue Sales representatives documented [REDACTED] detailing visits to Maine prescribers.

52. As directed by the Sackler Defendants, Purdue sales representatives misrepresented material facts about the safety of its opioids in Maine---in particular the risk of addiction. Among other things, Purdue sales representatives:

- a. Falsely told prescribers that OxyContin had a less euphoric effect, and less abuse potential, than short-acting opioids;
- b. Falsely told prescribers that OxyContin—the first “extended-release” a/k/s “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;
- c. Falsely told prescribers that patients were unlikely to become addicted, if they took opioids as prescribed;
- d. Falsely told prescribers that its opioids improved quality of life; and
- e. Falsely told prescribers that there were no dose ceiling limits with its opioids.
- f. Falsely told prescribers that its opioids were safe and appropriate for first-line treatments for chronic non-cancer pain.

53. In addition, the Sackler Defendants directed that Purdue’s sales representatives omit material facts about the safety of its opioids in Maine—in particular, the risk of addiction. Among other things Purdue’s sales representatives:

- a. Pushed Butrans and OxyContin for the treatment of osteoarthritis without disclosing that they were never approved for that disease;
- b. Pushed higher doses of opioids without disclosing that higher doses create higher risk of addiction;
- c. Encouraged prescribers to avoid safer, non-opioid alternatives by misleadingly comparing risks without disclosing the risk of addiction;

- d. 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;
- e. Encouraged prescribers to prescribe opioids for elderly patients who had never taken them before, without disclosing higher safety risks for elderly patients; and
- f. Did not disclose, or did not adequately disclose, that increased dosages exposed patients to higher risks of addiction and overdose.

DECEPTIVE PUBLICATIONS AND MATERIALS

54. In addition to creating and delivering sales pitches to prescribers in Maine, Purdue distributed written materials in Maine that misrepresented the addictive nature of prescription opioids.

55. Purdue authored and disseminated both its own branded materials, as well as unbranded materials from third-party groups that Purdue funded but which were designed to look independent.

56. Between January 2008 and August 2017 Purdue distributed 3,483 pieces of written material to Maine health care professionals including *FACETS in Pain Management and Providing Relief- Preventing Abuse*.

57. Purdue sponsored the American Pain Foundation's (APF) *Exit Wounds* (2009), which taught veterans that "[l]ong experience with opioids shows that people who are not predisposed to addiction are very unlikely to become addicted to opioid pain medications." Although the term "very unlikely" is not defined, the overall presentation suggests that the rate is so low as to be immaterial. *Exit Wounds* was disseminated in Maine.

58. Purdue designed a brochure entitled *Providing Relief, Preventing Abuse*. From 2007 through 2017 nearly 2000 copies of the brochure were sent to Maine prescribers.

59. The 2011 version of *Providing Relief, Preventing Abuse*, includes pictures of the signs of injecting or snorting opioids such as track marks, and perforated nasal septa, under the heading “Indications of Possible Drug Abuse.” Purdue failed to disclose that many of these behaviors have their genesis in patients who simply take their pills as prescribed and get hooked.

60. Another Purdue publication, the *Resource Guide for People with Pain*, falsely assured patients and doctors 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 falsely denied the risk of addiction, falsely implied that addiction requires patients to get “high,” and falsely promised that patients would not become addicted if they took opioids as prescribed.

61. In fact, up to 26% of opioid users experience problems with addiction. Purdue’s representations that the risk of addiction was either low or acceptable were false and misleading.

62. Purdue deceptively claimed that screening patients could effectively manage addiction risk. Screening tools included relying on patient self-reporting to identify a history of alcohol or drug abuse. According to Purdue, even patients who reported such a history could still be appropriately prescribed if they were given urine testing and counseling about the risks.

63. In truth and in fact, the risk mitigation strategies touted by Purdue such as patient contracts, more frequent refills, and urine drug screening are ineffective.

ABUSE DETERRENT FORMULA

64. In 2010, Purdue introduced a reformulation of OxyContin and discontinued marketing its original formulation. The 2010 reformulation instituted what Purdue calls “abuse deterrent” formulations of its extended release opioids.

65. Purdue's extended release opioids are very large doses of opioids placed in a timed-release matrix designed to release the drug over time. When the time release matrix can be defeated, then the user can get the entire dose all at once. In addition, when the drug can be dissolved, users can inject it or snort it. The abuse deterrent formulations were designed to make the pills harder to crush or dissolve.

66. The abuse deterrence feature of Purdue's opioid pills did not affect the impact of pills that are swallowed whole. Patients that ingest opioid pills are equally at risk of addiction and abuse.

67. Purdue represented its abuse deterrent opioids directly and by implication, as safer and less addictive than the previous formulation.

68. In truth and in fact, the abuse deterrent formulations only make abuse more difficult, not impossible, and provide no deterrence against swallowing an intact tablet.

69. In fact, within months after Purdue replaced OxyContin with its abuse deterrent formulation, heroin use in Maine rose dramatically. Patients did not stop taking opiates, they just switched to a cheaper alternative.

PSEUDOADDICTION

70. Purdue also misrepresented the danger of addiction by introducing the concept of "pseudoaddiction" into its promotion of opioids.

71. According to Purdue, the signs of addiction or drug seeking behavior are actually the product of untreated pain, which should be treated with higher doses of opioids, and Purdue failed to disclose that higher doses create higher risks of addiction and overdose.

72. Purdue invented the term "Pseudoaddiction" to differentiate between "undertreated pain" and "true addiction" as if the two were mutually exclusive. This concept of pseudoaddiction is not substantiated by competent scientific evidence.

73. Purdue misrepresented the impact of addiction by representing that physical dependence on opioids is not the same as addiction and could be addressed by gradually tapering patients' dosages to avoid withdrawal.

74. Purdue misrepresented the difficult and painful effects that many patients experience when dosages are lowered or opioids are discontinued, which decreases the likelihood those patients will be able to stop using opioids.

75. Purdue's misrepresentations about the safety and efficacy of extended release opioids encouraged health care providers to prescribe and patients to take increasing numbers of opioids for the treatment of chronic pain.

PRESSURE TO SELL

76. The Defendants put enormous pressure on their sales force to push sales of opioids, despite the known scientific evidence of the risks associated with opioid use, the widely reported public health epidemic of opioid addiction and overdose, and the efforts of public officials nationwide to combat the epidemic.

77. Beginning in 2008, Purdue at the direction of the Sackler Defendants, began adding hundreds of sales representatives to their sales force, until their national sales force reached a high in 2016 of more than double what it had been in 2007.

78. In Maine, Purdue's sales force increased from five in 2007 to eight in 2011. Leveling off at five or six during 2012-2016.

79. Purdue, at the direction of the Sackler defendants, required its sales force to increase the number of weekly, monthly, and annual visits to the prescribers of its opioid products.

80. Purdue's sales tactics worked in Maine. Visits by Purdue's sales representatives to Maine health care [REDACTED]

[REDACTED]

81. The Defendants' successful opioids campaign generated revenue. Estimates indicate that Purdue had annual sales revenues of more than \$3 billion since 1995, mostly from sales of OxyContin.

82. Purdue's sales strategy also involved providing cash or in-kind payments to health care providers or their staff. From the middle of 2013 through 2016, Purdue provided over \$65,000 in cash payments or food purchases for Maine health care providers.

83. Food purchases were often snacks or lunches for providers' offices, so that Purdue's sales representatives could get in the door, establish a relationship, and have an opportunity to talk with prescribers and their staff.

84. Also at the Direction of the Sackler Defendants, Purdue sales representatives handed out OxyContin coupons and savings cards to Maine health care providers, giving up to a 30 days' supply of a controlled substance for free or at a reduced cost.

85. [REDACTED]

LIABILITY OF THE DEFENDANTS PURDUE PHARMA, INC. AND PURDUE PHARMA, L.P.

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

87. 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.

88. 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.

89. Defendant Purdue Pharma L.P. employed the sales representatives in Maine and paid Maine doctors to promote Purdue's opioids.

LIABILITY OF THE INDIVIDUAL DEFENDANTS

90. The Sackler Defendants had oversight and control over the unlawful sales and marketing conduct at issue in this Complaint. They are personally liable for the misconduct because they participated in the misconduct and because they are the alter ego of Purdue.

91. The Sacklers control Purdue Pharma Inc. and Purdue Pharma L.P. and run the company as their personal enterprise.

92. Richard Sackler, Jonathan Sackler, Mortimer Sackler and Kathe Sackler have been on the Board of Directors of Purdue Pharma Inc since the 1990s. Purdue is a family business completely owned by the Sacklers. The Sackler Defendants along with other members of their family held the controlling majority of the Board, which gave them full power over Purdue at all times relevant to this Complaint.

93. Richard Sackler was an inventor of the original patent for OxyContin. [REDACTED]
[REDACTED]

94. The Sackler Defendants constantly monitored sales and sales forecasts, demanded data on sales and marketing plans, and studied the most effective ways to sell more of their product. They directed Purdue's deceptive practices to promote ever-higher sales of their opioid products, despite news reports about increasing addiction and overdoses, and increasing urgency from public

officials to combat the opioid crisis. Despite being aware of the impact of their actions on addiction, overdose, and death, the Sackler Defendants were recklessly indifferent to the harms they caused.

95. The Sackler Defendants are intimately involved in the activities of Purdue, often on a weekly or even daily basis.

96. Examples of the Sacklers' complete involvement in the operation of the company include:

- a. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- b. [REDACTED]
[REDACTED]
[REDACTED]
- c. [REDACTED]
[REDACTED]
- d. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- e. [REDACTED]
[REDACTED]

f. [REDACTED]

g. [REDACTED]
[REDACTED]

97. The Board of Purdue Pharma Inc. which included the Sackler Defendants approved the 2007 guilty plea in which 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.”

98. Also in 2007, with the knowledge and consent of the Sacklers, Purdue entered into a detailed Corporate Integrity Agreement with the U.S. government and entered into consent judgments with 26 states including Maine.

THE SACKLERS TRANSFERRED ASSETS FROM PURDUE TO THEMSELVES

99. The Sackler Defendants caused Purdue and other associated companies that they beneficially owned and controlled to distribute to the Sacklers billions of dollars from the sale of Purdue’s opioids.

100. After the 2007 criminal convictions and civil judgments, the Sacklers voted to pay themselves billions of dollars, illustrating the extent of their control over Purdue.

101. 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.

102. In 2015 Purdue agreed to pay the State of Kentucky \$24 million over the course of eight years in settlement of a 2007 suit it brought against Purdue for misleading the public about the addictiveness of its opioids.

103. In March of 2019, Purdue settled a similar case with the Oklahoma Attorney General for \$270 million secured in large part by letters of credit and by contributions by the Sackler Defendants, despite the fact that they were not named as parties in the Oklahoma suit.

104. In October 2019, Purdue is scheduled for trial in federal court in Cleveland, Ohio in the *National Prescription Opiate Litigation*, which includes as plaintiffs approximately, 1,500 counties, municipalities, hospitals and others. To date approximately 40 Attorneys General have filed complaints in their state courts.

105. In March of 2019, Purdue began threatening to commence bankruptcy proceedings.

106. Despite knowing that Purdue faces liabilities to the States, including Maine, Purdue- at the Sacklers' direction - continued to pay themselves millions of dollars each year in distributions. As a result of these distributions, Purdue no longer has assets available to satisfy its creditors.

107. Purdue and the Defendant Sacklers derived substantial revenue from Maine.

**FIRST CAUSE OF ACTION
(VIOLATIONS OF THE UNFAIR TRADE PRACTICES ACT, 5 M.R.S. §207)
DECEPTION COMMITTED BY PURDUE PHARMA INC AND PURDUE PHARMA L.P.**

108. Plaintiff repeats and realleges paragraphs 1 through 107 of the Complaint as if fully set forth herein.

109. From June 2007 through 2018, Purdue's course of conduct as alleged herein, has been undertaken in the conduct of trade or business as defined in 5 M.R.S. § 206(3).

110. Purdue systematically and continually conducted business throughout the state of Maine by marketing, advertising and selling the prescription opioids that are the subject of this lawsuit.

111. In the course of trade or commerce, including the marketing and selling of opioids to prescribers and consumers in Maine, Purdue made misrepresentations regarding the use of opioids for chronic pain that it knew would result in unnecessary and excessive prescriptions for opioids.

112. 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 and patients.

113. Purdue knew that its presentations regarding the use of opioids for chronic pain were false and misleading.

114. Purdue's misrepresentations and omissions as described herein are material to a reasonable prescriber's decision to prescribe a drug and to a reasonable patient's decision to take a drug.

115. Purdue's conduct described herein was deceptive in violation of 5 M.R.S. § 207 and intentional.

**SECOND CAUSE OF ACTION
(VIOLATION OF THE UNFAIR TRADE PRACTICES ACT, (5 M.R.S. § 207)
UNFAIRNESS COMMITTED BY PURDUE PHARMA INC AND PURDUE PHARMA L.P,**

116. Plaintiff repeats and realleges paragraphs 1 through 115 of the Complaint as if fully set forth herein.

117. From June 2007 through 2018, Purdue's course of conduct as alleged herein, has been undertaken in the conduct of trade or business as defined in 5 M.R.S. § 206(3).

118. Purdue systematically and continually conducted business throughout the state of Maine by marketing, advertising and selling the prescription opioids that are the subject of this lawsuit.

119. Purdue's course of conduct was and is immoral, unethical, oppressive, unscrupulous, and caused and continues to cause substantial injury to the State Maine and its residents.

120. 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 from treating chronic pain, resulting in overprescribing of opioids and failure to provide more appropriate pain treatment; (c) high rates of opioid abuse, injury, overdose, and death, and their impact on Maine families and communities; (d) increased healthcare costs; (e) lost employee productivity; and (f) the creation of a secondary criminal market for opioids including heroin.

121. The substantial injury caused to consumers by Purdue's conduct as described in this complaint was not outweighed by countervailing benefits to consumers.

122. The substantial harm to consumers by Purdue's conduct as described in this complaint was not reasonably avoidable by consumers.

123. Purdue's conduct as described in this complaint is unfair in violation of 5 M.R.S. § 207 and is intentional.

**THIRD CAUSE OF ACTION
(VIOLATIONS OF THE UNFAIR TRADE PRACTICES ACT, 5 M.R.S. § 207)
DECEPTION COMMITTED BY RICHARD SACKLER, JONATHAN SACKLER,
MORTIMER SACKLER AND KATHE SACKLER**

124. Plaintiff repeats and realleges paragraphs 1 through 123 of the Complaint as if fully set forth herein.

125. In the course of trade or commerce in Maine, including the marketing and selling of opioids in Maine, the Sackler Defendants caused to be made representations regarding the use of opioids for chronic pain that were false and misleading and omitted material information about the risk of addiction and withdrawal.

126. The Sackler Defendants' conduct as alleged in the complaint violates 5 M.R.S. § 207 and is intentional.

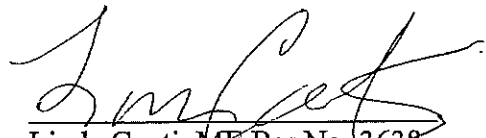
PRAYER FOR RELIEF

WHEREFORE, the State of Maine 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 marketing and sales with the State of Maine in violation of the Maine Unfair Trade Practices Act;
2. An injunction pursuant to 5 M.R.S. § 209 enjoining Defendants from engaging in any acts that violate the Maine Unfair Trade Practices, including, but not limited to, the unfair and deceptive acts and practices alleged herein;
3. An order pursuant to 5 M.R.S. § 209 directing the Defendants to pay a civil penalty of up to \$10,000 per each and every intentional violation of the Maine Unfair Trade Practices Act;
4. An order pursuant to 5 M.R.S. § 209 directing the Defendants to pay reasonable attorneys' fees to the State of Maine and its costs of suit.
5. Such other relief as this Court deems just and equitable.

Dated: June 3, 2019

AARON M. FREY
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