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11 **SUPERIOR COURT OF ARIZONA**  
12 **IN MARICOPA COUNTY**

13 STATE OF ARIZONA, *ex rel.* KRISTIN K. MAYES, Attorney General, Case No. CV2024-002045

14  
15 Plaintiff,

16 v.

17 PUBLICIS HEALTH, LLC,  
18 Defendant.

**NOTICE OF LODGING CONSENT  
JUDGMENT**

19 Pursuant to Rule 58(a), Arizona Rules of Civil Procedure, Plaintiff, the State of Arizona,  
20 *ex rel.* Kristin K. Mayes, Attorney General, by and through undersigned counsel, hereby gives  
21 notice of lodging of a Consent Judgment executed by the Plaintiff and Defendant, for the  
22 Court's approval and signature. When executed and filed, the entry of the Stipulated Consent  
23 Judgment will resolve fully this matter and this judgment should be entered pursuant to  
24 Rule 54(c), Arizona Rules of Civil Procedure.  
25  
26  
27  
28

1 RESPECTFULLY SUBMITTED this 2<sup>nd</sup> day of February, 2024.  
2

3 KRISTIN K. MAYES  
4

5 

6 JANE S. FALLON  
7 Assistant Attorney General

8 Document electronically transmitted  
9 to the Clerk of the Court for filing using  
10 AZTurboCourt this 2<sup>nd</sup> day of February, 2024.

11 **COPY** of the foregoing emailed  
12 this 2<sup>nd</sup> day of February, 2024 to:

13 Publicis Health:

14 David Anders  
15 Wachtell Lipton Rosen & Katz  
16 51 West 52nd Street  
17 New York, NY 10019  
18 DBAnders@wlrk.com

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**SUPERIOR COURT OF ARIZONA**

**IN MARICOPA COUNTY**

14 STATE OF ARIZONA, *ex rel.* KRISTIN K.  
 15 MAYES, Attorney General,  
 16 Plaintiff,  
 17 v.  
 18 PUBLICIS HEALTH, LLC,  
 19 Defendant.  
 20

Case No.: CV2024-002045

**CONSENT JUDGMENT**

(Assigned to the Hon. Jennifer Ryan-Touhill )

**FINAL CONSENT JUDGMENT**

23 Plaintiff, the State of Arizona (the “State” or “Plaintiff”), filed a Complaint for a  
 24 permanent injunction, damages, and other relief in this action pursuant to the Arizona Consumer  
 25 Fraud Act (the “CFA”), Arizona Revised Statutes (“A.R.S.”) §§ 44-1521 to -1534 alleging that  
 26 Defendant, Publicis Health, LLC (“Publicis Health” or “Defendant”), committed violations of  
 27 the CFA. Plaintiff, by its counsel, and Publicis Health, by its counsel, have agreed to entry of  
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1 this Final Consent Judgment (“Judgment”) by the Court without trial or adjudication of any issue  
2 of fact or law, and without finding or admission of wrongdoing or liability of any kind.

3 **IT IS HEREBY ORDERED THAT:**

4 **I. FINDINGS**

- 5 A. For the sole purposes of this proceeding and the enforcement of this Judgment as  
6 set out in Paragraph IX.H, this Court has jurisdiction over the subject matter of this  
7 action and over the Parties (as defined below). This Judgment shall not be  
8 construed or used as a waiver of any jurisdictional defense Publicis Health may  
9 raise in any other proceeding.
- 10 B. The terms of this Judgment shall be governed by the laws of the State of Arizona.
- 11 C. Entry of this Judgment is in the public interest and reflects a negotiated agreement  
12 among the Parties.
- 13 D. The Parties have agreed to resolve all claims and issues arising from or relating to  
14 the Covered Conduct (as defined below) by entering into this Judgment.
- 15 E. Publicis Health has cooperated with the Settling States’ investigation and is willing  
16 to enter into this Judgment regarding the Covered Conduct in order to resolve the  
17 State’s Claims under the CFA as to the matters addressed in this Judgment, and  
18 thereby avoid significant expense, inconvenience, and uncertainty. The Settling  
19 States acknowledge Publicis Health’s good faith and responsible corporate  
20 citizenship in reaching this resolution.
- 21 F. Publicis Health agrees to entry of this Judgment solely for the purpose of  
22 settlement, and nothing contained herein may be taken as or construed to be an  
23 admission or concession of any violation of law, rule, or regulation, or of any other  
24 matter of fact or law, or of any liability or wrongdoing, all of which Publicis Health  
25 expressly denies. Publicis Health does not admit any violation of the State  
26 Consumer Protection Laws, the State Public Nuisance Laws, or any other laws of  
27 the State of Arizona (including all laws and regulations described in Paragraph  
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1 VII.A, below) and does not admit any wrongdoing that was or could have been  
2 alleged by the Attorney General before the date of the Judgment. No part of this  
3 Judgment, including its statements and commitments, shall constitute evidence of  
4 any liability, fault, or wrongdoing by Publicis Health.

5 G. This Judgment shall not be construed or used as a waiver or limitation of any  
6 defense otherwise available to Publicis Health in any other action, or of Publicis  
7 Health’s right to defend itself from, or make any arguments in, any other  
8 regulatory, governmental, private individual, or class claims or actions relating to  
9 the subject matter or terms of this Judgment. This Judgment is made without trial  
10 or adjudication of any issue of fact or law or finding of liability of any kind.  
11 Notwithstanding the foregoing, the Attorney General may file an action to enforce  
12 the terms of this Judgment.

13 H. No part of this Judgment shall create a private cause of action or confer any right  
14 to any third party for violation of any federal or state statute except that the  
15 Attorney General may file a motion in this action or file a separate civil action to  
16 enforce the terms of this Judgment. It is the intent of the Parties that this Judgment  
17 shall not be binding or admissible in any other matter including, but not limited to,  
18 any investigation or litigation, other than in connection with the enforcement of  
19 this Judgment. This Judgment is not enforceable by any persons or entities besides  
20 the Attorney General, Publicis Health, and this Court.

21 **II. DEFINITIONS**

- 22 A. The following definitions shall be used in construing this Judgment:
- 23 1. “Attorney General” means the Attorney General of Arizona or her  
24 authorized designee.
  - 25 2. “Claim” means any past, present or future cause of action, claim for relief,  
26 crossclaim or counterclaim, theory of liability, demand, derivative claim,  
27 request, assessment, charge, covenant, damage, debt, lien, loss, penalty,  
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1 judgment, right, obligation, dispute, suit, contract, controversy, agreement,  
2 *parens patriae* claim, promise, performance, warranty, omission, or  
3 grievance of any nature whatsoever, whether legal, equitable, statutory,  
4 regulatory or administrative, whether arising under federal, state or local  
5 common law, statute, regulation, guidance, ordinance or principles of  
6 equity, whether filed or unfiled, whether asserted or unasserted, whether  
7 known or unknown, whether accrued or unaccrued, whether foreseen,  
8 unforeseen or unforeseeable, whether discovered or undiscovered, whether  
9 suspected or unsuspected, whether fixed or contingent, and whether existing  
10 or hereafter arising, in all such cases, including, but not limited to, any  
11 request for declaratory, injunctive, or equitable relief, compensatory,  
12 punitive, or statutory damages, absolute liability, strict liability, restitution,  
13 abatement, subrogation, contribution, indemnity, apportionment,  
14 disgorgement, reimbursement, attorney fees, expert fees, consultant fees,  
15 fines, penalties, expenses, costs or any other legal, equitable, civil,  
16 administrative, or regulatory remedy whatsoever.

17 3. “Claim-Over” means a Claim asserted by a Non-Released Entity against a  
18 Released Party on the basis of contribution, indemnity, or other claim-over  
19 on any theory relating to a Non-Party Covered Conduct Claim asserted by a  
20 Releasor.

21 4. “Covered Conduct” means any and all acts, failures to act, conduct,  
22 statements, errors, omissions, events, breaches of duty, services, advice,  
23 work, deliverables, engagements, transactions, or other activity of any kind  
24 whatsoever, occurring up to and including the Effective Date (and any past,  
25 present, or future consequence of any such acts, failures to act, conduct,  
26 statements, errors, omissions, events, breaches of duty, services, advice,  
27 work, deliverables, engagements, transactions, or other activity of any kind  
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1                    whatsoever, occurring up to and including the Effective Date) arising from  
2                    or related in any way to: (a) the discovery, development, manufacture,  
3                    marketing, promotion, advertising, recall, withdrawal, distribution,  
4                    monitoring, supply, sale, research, prescribing, reimbursement, use,  
5                    regulation, or abuse of any opioid; (b) the treatment of opioid abuse or  
6                    efforts to combat the opioid crisis, or (c) the characteristics, properties, risks,  
7                    or benefits of any opioid.

8                    5.            “Effective Date” means the date on which a copy of this Judgment, duly  
9                    executed by Publicis Health and by the Attorney General, is approved by,  
10                   and becomes a Judgment of the Court. (Each Settling State has an Effective  
11                   Date determined by the approval of its specific Judgment.)

12                   6.            “Model Consent Judgment” means the negotiated form judgment or order  
13                   that served as the model for this Judgment and those used in other States  
14                   participating in the settlement.

15                   7.            “Multistate Executive Committee” means the Attorneys General and staffs  
16                   representing the States of California, Colorado, Connecticut, Idaho,  
17                   Massachusetts, New York, North Carolina, Oregon, Tennessee, and  
18                   Vermont.

19                   8.            “Non-Party Covered Conduct Claim” means a Claim against any Non-  
20                   Released Entity involving, arising out of, or related to Covered Conduct (or  
21                   conduct that would be Covered Conduct if engaged in by a Released Party).

22                   9.            “Non-Party Settlement” means a settlement by any Releasor that settles any  
23                   Non-Party Covered Conduct Claim and includes a release of any Non-  
24                   Released Entity.

25                   10.          “Non-Released Entity” means an entity that is not a Released Party.

26                   11.          “Non-Settling State” means a State that has not agreed to enter the Model  
27                   Consent Judgment.

- 1 12. “Parties” means Publicis Health and the Attorney General.
- 2 13. “Publicis Health” means Publicis Health, LLC, a Delaware entity.
- 3 14. “Released Claims” means any and all Claims that the Attorney General is
- 4 authorized by law to bring and/or release as of the Effective Date based on,
- 5 arising out of, or in any way related to the Covered Conduct prior to the
- 6 Effective Date, except as otherwise specified in Paragraph VII.D.
- 7 15. “Released Parties” means with respect to Released Claims, Publicis Health
- 8 and (1) all past and present members, subsidiaries, divisions, predecessors,
- 9 successors, and assigns (in each case, whether direct or indirect); (2) all past
- 10 and present subsidiaries and divisions (in each case, whether direct or
- 11 indirect) of any entity described in subsection (1); (3) the respective past and
- 12 present officers, directors, members, trustees, and employees of any of the
- 13 foregoing (each for actions that occurred during and related to their work
- 14 for, or employment with, Publicis Health or the foregoing entities); (4) all
- 15 past and present joint ventures (whether direct or indirect) of Publicis
- 16 Health, its members or its subsidiaries, including in Publicis Health’s or any
- 17 subsidiary’s capacity as a participating member in such joint venture; (5) all
- 18 direct or indirect members, parents and shareholders of Publicis Health
- 19 (solely in their capacity as parents, members, or shareholders with respect
- 20 to Covered Conduct); and (6) any insurer of Publicis Health or of any person
- 21 or entity otherwise described in subsections (1)-(5) of this paragraph (solely
- 22 in its role as insurer of such person or entity). Any person or entity described
- 23 in subsections (3)-(6) shall be a Released Party solely in the capacity
- 24 described in such clause and shall not be a Released Party with respect to its
- 25 conduct in any other capacity. For the avoidance of doubt, any entity
- 26 acquired, or joint venture entered into, by Publicis Health after the Effective
- 27 Date is not a Released Party.
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- 1           16.    “Releasers” means the State of Arizona and the Attorney General.
- 2           17.    “Settling State” or “Settling States” means the State or States that have
- 3                 agreed to enter the Model Consent Judgment.
- 4           18.    “State Consumer Protection Laws” means the consumer protection laws of
- 5                 the State of Arizona.
- 6           19.    “State Public Nuisance Laws” means the statutory or common law public
- 7                 nuisance laws of the State of Arizona.
- 8           20.    Any reference to a document shall mean a physical paper copy of the
- 9                 document, electronic version of the document, or electronic access to such
- 10                document.

11 **III.    INJUNCTIVE RELIEF**

12 **It is ordered that:**

- 13           A.    Released Parties shall end any current and not accept any future engagements
- 14                 relating to the marketing, promotion, advertising, sale, prescribing, or use of any
- 15                 opioid or other opioid-based Schedule II or Schedule III controlled substance as
- 16                 listed pursuant to the federal Controlled Substance Act.
- 17           B.    Nothing in Paragraph III.A above is intended to prohibit Released Parties from
- 18                 offering its services to: (1) clients who, as part of their overall business, develop,
- 19                 manufacture, market, promote, advertise, recall, withdraw, distribute, monitor,
- 20                 supply, sell or prescribe opioids or other opioid-based Schedule II or Schedule III
- 21                 controlled substances, so long as the subject matter of the engagement does not
- 22                 specifically relate to opioids or other opioid-based Schedule II or Schedule III
- 23                 controlled substances prescribed for the treatment of pain; (2) clients who develop,
- 24                 manufacture, market, promote, advertise, recall, withdraw, distribute, monitor,
- 25                 supply, sell or prescribe opioids or other opioid-based Schedule II or Schedule III
- 26                 controlled substances as an opioid antagonist, for opioid overdose or for treatment
- 27                 of opioid use disorder; or (3) health care providers, health plans, non-profit entities,
- 28

1 governments, and quasi-governmental entities, or any other client, for purposes of  
2 addressing a humanitarian health crisis, drug abuse prevention, treatment, and  
3 mitigation or abatement efforts, or other public health benefit.

4 C. Released Parties shall not use, assist, or employ any third party to engage in any  
5 activity that they themselves would be prohibited from engaging in pursuant to this  
6 Judgment.

7 D. The foregoing injunctive terms may be amended by agreement between Publicis  
8 Health and Arizona without this Court's approval or amendment of this Judgment.

9 **IV. PUBLIC ACCESS TO PUBLICIS HEALTH DOCUMENTS**

10 A. *Documents Subject to Public Disclosure.* The following documents shall be  
11 produced by Publicis Health to each Settling State that requests them and,  
12 following the execution of this Judgment by all Settling States, will be subject to  
13 public disclosure as part of a document disclosure program, except for the  
14 redactions authorized by Paragraph IV.B:

15 1. All non-privileged documents Publicis Health produced to any Settling  
16 State from 2019 to 2023 in response to investigative demands or other  
17 formal or informal requests related to opioids that fall within the following  
18 categories:

- 19 a. All opioid-related communications with Allergan USA, Inc.; Endo  
20 Pharmaceuticals, plc; Johnson & Johnson; McKesson; Purdue  
21 Pharma LP; Teva Pharmaceuticals Ltd.; McKinsey & Company,  
22 Inc.; or Practice Fusion, Inc.;
- 23 b. Any communication related to opioids;
- 24 c. All documents and communications sent or received by any  
25 employee or other person acting under the direction of Publicis  
26 Health related to opioids;

1           2.       All documents produced under this provision shall be provided in the format  
2                   in which they were originally produced to a Settling State. Documents  
3                   originally produced in electronic format will be produced with all available  
4                   related metadata. Publicis Health and the Settling States will work  
5                   cooperatively to develop technical specifications for the productions.

6       B.       *Information That May Be Redacted.* The following categories of information are  
7       exempt from public disclosure:

8           1.       Information subject to trade secret protection. A “trade secret” is  
9                   information, including a formula, pattern, compilation, program, device,  
10                  method, technique or process, that (a) derives independent economic value,  
11                  actual or potential, from not being generally known to the public or to other  
12                  persons who can obtain economic value from its disclosure and use; and  
13                  (b) is the subject of efforts that are reasonable under the circumstances to  
14                  maintain its secrecy. Even if the information falls within the definition,  
15                  “trade secret” does not include information reflecting opioid sales or  
16                  promotional strategies, tactics, targeting, or data, or internal  
17                  communications related to sales or promotion of opioids.

18          2.       Confidential personal information. “Confidential personal information”  
19                  means Social Security or tax identification numbers, personal financial  
20                  account numbers, passport numbers, driver license numbers, home  
21                  addresses, home telephone numbers, personal email addresses, and other  
22                  personally identifiable information protected by law from disclosure, and  
23                  the names of officers, directors, employees, agents, and attorneys of Publicis  
24                  Health or any member, subsidiary, direct or indirect parent, or affiliate,  
25                  except for the names of the individuals listed in a letter from the  
26                  Commonwealth of Massachusetts dated January 19, 2024. “Confidential  
27                  personal information” does not include (i) the positions and titles of officers,  
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1 directors, employees, agents, or attorneys of Publicis Health or any member,  
2 subsidiary, direct or indirect parent, or affiliate, (ii) the names of officers,  
3 directors, employees, agents, and attorneys of Allergan USA, Inc.; Endo  
4 Pharmaceuticals, plc; Johnson & Johnson; McKesson; Purdue Pharma LP;  
5 Teva Pharmaceuticals Ltd.; McKinsey & Company, Inc.; Practice Fusion,  
6 Inc.; or of any government agency; or (iii) the names, positions, and titles of  
7 any prescribers.

8 3. Information that is inappropriate for public disclosure because it is subject  
9 to personal privacy interests recognized by law (*e.g.*, HIPAA), or  
10 contractual rights of third parties (including Publicis Health's clients) that  
11 Publicis Health may not abrogate. Publicis Health shall make its best efforts  
12 to ensure that disclosure into the document repository is not limited or  
13 prohibited by contractual rights of Purdue Pharma LP; Allergan USA; Inc.,  
14 Endo Pharmaceuticals, plc; Johnson & Johnson; McKesson; or Teva  
15 Pharmaceuticals Ltd. with regard to documents related to opioids.

16 4. Information regarding Publicis Health's partners' or employees' personal or  
17 professional matters where that information is (i) not related to either  
18 Publicis Health or opioids, including but not limited to emails produced by  
19 Publicis Health custodians discussing vacation or sick leave, family, or other  
20 personal matters; or (ii) related to other clients of Publicis Health on non-  
21 opioid products or matters.

22 C. *Redaction of Documents Containing Protected Information.* The parties shall use  
23 the following method to resolve disputes in the information that is redacted  
24 pursuant to Paragraph IV.B of this Judgment:

25 1. Whenever a document contains information subject to a claim of exemption,  
26 Publicis Health shall produce the document in redacted form. Such  
27 redactions shall indicate that trade secret and/or private information, as  
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1 appropriate, has been redacted. Redactions shall be limited to the minimum  
2 redactions possible to protect the legally recognized individual privacy  
3 interests and trade secrets identified above.

4 2. Publicis Health shall produce to the Settling States, or their designated  
5 representatives, a log noting each document redacted. The log shall also  
6 provide fields stating the basis for redacting the document, with sufficient  
7 detail to allow an assessment of the merits of the assertion. The log is  
8 subject to public disclosure in perpetuity. The log shall be produced  
9 simultaneously with the production of documents required by Paragraph  
10 IV.E.

11 3. A Settling State that has agreed to receive the documents and has included  
12 the provisions in this Paragraph IV in its respective Judgment may challenge  
13 the appropriateness of redactions by providing notice to Publicis Health. If  
14 the challenge is not resolved by agreement, it must be resolved in the first  
15 instance by a third party jointly appointed by the Settling State and Publicis  
16 Health to resolve such challenges. The decision of the third party may be  
17 appealed to a court with enforcement authority over this Judgment. If not  
18 so appealed, the third party's decision is final. In connection with such  
19 challenge, Publicis Health may provide copies of relevant unredacted  
20 documents to the parties or the decisionmaker, subject to appropriate  
21 confidentiality protections, as determined by the decisionmaker.

22 4. In addition to the redacted documents, Publicis Health shall, upon any  
23 Settling State's request, also produce all documents identified in Section  
24 IV.A above in unredacted form to such Settling State at the same time. The  
25 redacted documents produced by Publicis Health may be publicly disclosed  
26 in accordance with Section IV.D below. The unredacted documents  
27 produced by Publicis Health to a Settling State shall be available only to  
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1 such State unless Publicis Health's claim of exemption under Section IV.B  
2 is successfully challenged in accordance with Section IV.C.3.

3 D. *Public Disclosure Through a Document Repository.* Any Settling State may  
4 publicly disclose all documents covered by Paragraph IV.A through a public  
5 repository maintained by a governmental, non-profit, or academic institution. Each  
6 Settling State may specify the terms of any such repository's use of those  
7 documents, including allowing the repository to index and make searchable all  
8 documents subject to public disclosure, including the metadata associated with  
9 those documents. When providing the documents covered by Paragraph IV.A to a  
10 public repository, no Settling State shall include or attach within the document set  
11 any characterization of the content of the documents. For the avoidance of doubt,  
12 nothing in this paragraph shall prohibit any Settling State from publicly discussing  
13 the documents covered by Paragraph IV.A.

14 E. *Timeline for Production.* Publicis Health shall produce all documents required by  
15 Paragraph IV.A no later than 12 months after the execution of this Judgment.

16 F. *Costs.* Publicis Health shall pay \$2.25 million for the costs of establishing and/or  
17 maintaining an online repository of opioid industry documents for the benefit of  
18 the public. This payment is included in the Settlement Amount addressed in  
19 Section V. The public repository payment shall be made no later than sixty (60)  
20 days after the Effective Date, with the payment directed pursuant to instructions  
21 from the Multistate Executive Committee.

22 **V. PAYMENT**

23 A. Publicis Health shall pay Settling States a total amount of \$350,000,000 as  
24 provided and subject to the conditions set forth herein ("the Settlement Amount").  
25 A part of the Settlement Amount shall be reserved to reimburse the Settling States  
26 for attorney fees, costs, and expenses associated with the investigation and to fund  
27 the document repository as set forth in IV.F. Of the Settlement Amount,  
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1 \$343,000,000, shall be allocated among the Settling States as agreed to by the  
2 Settling States (the “Settlement Abatement Amount”). The Settlement Abatement  
3 Amount allocated to each Settling State is set forth in Exhibit A. Pursuant to that  
4 allocation, Arizona will receive a Settlement Abatement Amount of \$8,148,290.81.  
5 Payments made to Arizona shall be deposited by the Arizona Attorney General into  
6 an interest-bearing account within the Consumer Restitution and Remediation  
7 Revolving Fund pursuant to A.R.S. § 44-1531.02(C) and, with the advice and  
8 consent of the Arizona Legislature, pursuant to A.R.S. § 44-1531.02(C), the  
9 Attorney General shall direct how and when these funds are used. Reimbursement  
10 for the investigation shall be paid to the Settling States as set forth in Exhibit B.

11 B. Publicis Health shall pay the Settlement Amount no later than 60 days after the  
12 Effective Date.

13 C. It is the intent of the Parties that the allocated portion of the Settlement Abatement  
14 Amount paid to the Settling States will be used, to the extent practicable, to  
15 remediate the harms caused to the Settling States and their residents by the opioid  
16 epidemic. The portion of the Settlement Abatement Amount paid to the Settling  
17 States is not a fine or other similar penalty paid for the violation of any law, nor is  
18 it being paid in connection with Publicis Health’s acquisition of any capital asset.  
19 Instead, such amounts shall constitute compensatory restitution and remediation  
20 within the meaning of 26 U.S.C. § 162(f)(2)(A).

21 D. As such, each Settling State shall cause to be completed and timely filed Forms  
22 1098-F with the Internal Revenue Service (“IRS”) that identify not less than the  
23 allocated portion of the Settlement Abatement Amount to be paid to the State as  
24 compensatory restitution and remediation within the meaning of 26 U.S.C. §  
25 162(f)(2)(A), including appurtenant IRS regulations, guidance, and instructions,  
26 and shall timely furnish Copy B of such Form 1098-F (or an acceptable substitute  
27 statement) to Publicis Health. Publicis Health shall cooperate with each Settling  
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1 State and provide all pertinent information needed for the Settling State to timely  
2 complete an IRS Form 1098-F, including relevant Tax Identification Numbers  
3 and/or Employer Identification Numbers. Upon agreement between Publicis  
4 Health and the Multistate Executive Committee, an individual state can serve as  
5 the designated state for reporting of the total settlement amounts.

6 E. For the avoidance of doubt, neither the State nor Publicis Health make any warranty  
7 or representation as to the tax consequences of the payment of the Settlement  
8 Abatement Amount. Should there be any conflicts between a provision in  
9 Paragraphs V.C. and V.D. and a federal statute or IRS rule, regulation, or  
10 instruction, the IRS or other federal authority will control.

11 F. Claim-Over and Non-Party Settlement

12 1. *Statement of Intent.* It is the intent of the Parties that:

- 13 a. Released Parties should not seek contribution or indemnification  
14 (other than pursuant to an insurance contract), from other parties for  
15 their payment obligations under this Judgment;
- 16 b. the payments made under this Judgment shall be the sole payments  
17 made by the Released Parties to the Releasers involving, arising out  
18 of, or related to Covered Conduct (or conduct that would be Covered  
19 Conduct if engaged in by a Released Party);
- 20 c. Claims by Releasers against non-Parties should not result in  
21 additional payments by Released Parties, whether through  
22 contribution, indemnification, or any other means; and
- 23 d. the Judgment meets the requirements of the Uniform Contribution  
24 Among Joint Tortfeasors Act and any similar state law or doctrine  
25 that reduces or discharges a Released Party's liability to any other  
26 parties.



1 The provisions of this Section V are intended to be implemented consistent  
2 with these principles. This Judgment and the releases and dismissals  
3 provided for herein are made in good faith.

4 2. *Contribution/Indemnity Prohibited.* No Released Party shall seek to recover  
5 for amounts paid under this Judgment based on indemnification,  
6 contribution, or any other theory from a manufacturer, pharmacy, hospital,  
7 pharmacy benefit manager, health insurer, third-party vendor, trade  
8 association, distributor, or health care practitioner, provided that a Released  
9 Party shall be relieved of this prohibition with respect to any entity that  
10 asserts a Claim-Over against it. For the avoidance of doubt, nothing herein  
11 shall prohibit a Released Party from recovering amounts owed pursuant to  
12 insurance contracts.

13 3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any  
14 Releasor enters into a Non-Party Settlement, including settlement reached  
15 in any bankruptcy case or through any plan of reorganization (whether  
16 individually or as a class of creditors), the Releasor will include (or in the  
17 case of a Non-Party Settlement made in connection with a bankruptcy case,  
18 will cause the debtor to include), unless prohibited from doing so under  
19 applicable law, in the Non-Party Settlement a prohibition on contribution or  
20 indemnity of any kind substantially equivalent to that required from Publicis  
21 Health in Paragraph V.F.2, or a release from such Non-Released Entity in  
22 favor of the Released Parties (in a form equivalent to the releases contained  
23 in this Judgment) of any Claim-Over. The obligation to obtain the  
24 prohibition and/or release required by this subsection is a material term of  
25 this Judgment.

26 4. *Claim-Over.* In the event that, on or after the Effective Date, any Releasor  
27 obtains a judgment with respect to Non-Party Covered Conduct against a  
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1 Non-Released Entity that does not contain a prohibition like that described  
2 in Paragraph V.F.3, or any Releasor files a Non-Party Covered Conduct  
3 Claim against a Non-Released Entity in bankruptcy or a Releasor is  
4 prevented for any reason from obtaining a prohibition/release in a Non-Party  
5 Settlement as provided in Paragraph V.F.3, and such Non-Released Entity  
6 asserts a Claim-Over against a Released Party, the Released Party shall be  
7 relieved of the prohibition in Paragraph V.F.2 with respect to that Non-  
8 Released Entity and that Releasor and Publicis Health shall take the  
9 following actions to ensure that the Released Parties do not pay more with  
10 respect to Covered Conduct to Releasors or to Non-Released Entities than  
11 the amounts owed under this Judgment by Publicis Health:

- 12 a. Publicis Health shall notify that Releasor of the Claim-Over within  
13 sixty (60) calendar days of the assertion of the Claim-Over or sixty  
14 (60) calendar days of the Effective Date of this Judgment, whichever  
15 is later;
- 16 b. Publicis Health and that Releasor shall meet and confer concerning  
17 the means to hold Released Parties harmless and ensure that they are  
18 not required to pay more with respect to Covered Conduct than the  
19 amounts owed by Publicis Health under this Judgment;
- 20 c. That Releasor and Publicis Health shall take steps sufficient and  
21 permissible under the law of the State of Arizona to hold Released  
22 Parties harmless from the Claim-Over and ensure Released Parties  
23 are not required to pay more with respect to Covered Conduct than  
24 the amounts owed by Publicis Health under this Judgment. Such  
25 steps may include, where permissible:
- 26 (1) Filing of motions to dismiss or such other appropriate motions  
27 by Publicis Health or Released Parties, and supported by  
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1 Releasers, in response to any claim filed in litigation or  
2 arbitration;

3 (2) Reduction of that Releasers' Claim and any judgment it has  
4 obtained or may obtain against such Non-Released Entity by  
5 whatever amount or percentage is necessary to extinguish  
6 such Claim-Over under applicable law, up to the amount that  
7 Releaser has obtained, may obtain, or has authority to control  
8 from such Non-Released Entity;

9 (3) Placement into escrow of funds paid by the Non-Released  
10 Entities such that those funds are available to satisfy the  
11 Claim-Over;

12 (4) Return of monies paid by Publicis Health to that Releaser  
13 under this Judgment to permit satisfaction of a judgment  
14 against or settlement with the Non-Released Entity to satisfy  
15 the Claim-Over;

16 (5) Payment of monies to Publicis Health by that Releaser to  
17 ensure they are held harmless from such Claim-Over, up to  
18 the amount that Releaser has obtained, may obtain, or has  
19 authority to control from such Non-Released Entity;

20 (6) Credit to Publicis Health under this Judgment to reduce the  
21 overall amounts to be paid under the Judgment such that they  
22 are held harmless from the Claim-Over; and

23 (7) Such other actions as that Releaser and Publicis Health may  
24 devise to hold Publicis Health harmless from the Claim-Over.

25 5. The actions of that Releaser and Publicis Health taken pursuant to Paragraph  
26 V.F.4.c must, in combination, ensure Publicis Health is not required to pay  
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1 more with respect to Covered Conduct than the amounts owed by Publicis  
2 Health under this Judgment.

3 6. In the event of any dispute over the sufficiency of the actions taken pursuant  
4 to Paragraph V.F.4.c, that Releasor and Publicis Health may seek review by  
5 the Court. The Court shall have authority to require Releasors to implement  
6 a remedy that includes one or more of the actions specified in Paragraph  
7 V.F.4.c sufficient to hold Released Parties fully harmless. In the event that  
8 the Court's actions do not result in Released Parties being held fully  
9 harmless, Publicis Health shall have a claim for violation of this Judgment  
10 by Releasors, with the remedy being payment of sufficient funds to hold  
11 Publicis Health harmless from the Claim-Over. For the avoidance of doubt,  
12 the prior sentence does not limit or eliminate any other remedy that Publicis  
13 Health may have.

14 7. To the extent that the Claim-Over is based on a contractual indemnity, the  
15 obligations under Paragraph V.F.4 shall extend solely to a Non-Party  
16 Covered Conduct Claim against a pharmacy, clinic, hospital or other  
17 purchaser or dispenser of products, a manufacturer that sold products, a  
18 consultant, and/or a pharmacy benefit manager or other third-party payor,  
19 or media platform. Publicis Health shall notify the Settling States, to the  
20 extent permitted by applicable law, in the event that any of these types of  
21 Non-Released Entities asserts a Claim-Over arising out of contractual  
22 indemnity against it.

23 8. Paragraph V.F shall not apply to any Claim-Over arising out of or based on  
24 a Claim by a subdivision, county, municipality, special district, or other such  
25 local government sub-entity of the State even if the Claim is a Released  
26 Claim under this Judgment.

1 **VI. ENFORCEMENT**

- 2 A. For the purposes of resolving disputes with respect to compliance with this  
3 Judgment, should the Attorney General have a reasonable basis to believe that  
4 Publicis Health has engaged in a practice that violates a provision of this Judgment  
5 subsequent to the Effective Date, then such Attorney General shall notify Publicis  
6 Health in writing of the specific objection, identify with particularity the provision  
7 of this Judgment that the practice appears to violate, and give Publicis Health thirty  
8 days to respond to the notification; provided, however, that the Attorney General  
9 may take any action if the Attorney General believes that, because of the specific  
10 practice, a threat to the health or safety of the public requires immediate action.
- 11 B. Upon receipt of written notice, Publicis Health shall provide a good faith written  
12 response to the Attorney General’s notification, containing either a statement  
13 explaining why Publicis Health believes it is in compliance with the Judgment, or  
14 a detailed explanation of how the alleged violation occurred and (a) a statement  
15 explaining how Publicis Health intends to remedy the alleged breach; and (b) as  
16 applicable, an explanation of efforts undertaken to cure the potential violation and  
17 a schedule for completing the efforts to cure. Nothing in this section shall be  
18 interpreted to limit the State of Arizona’s civil investigative demand (“CID”) or  
19 investigative subpoena authority, to the extent such authority exists under  
20 applicable law, and Publicis Health reserves all of its rights in responding to a CID  
21 or investigative subpoena issued pursuant to such authority.
- 22 C. The Attorney General may agree, in writing, to provide Publicis Health with  
23 additional time beyond the thirty (30) calendar days to respond to a notice provided  
24 under Paragraph VI.A. above without Court approval.
- 25 D. Upon giving Publicis Health thirty (30) calendar days to respond to the notification  
26 described above, the Attorney General shall also be permitted reasonable access  
27 pursuant to that State’s CID or investigative subpoena authority to inspect and copy  
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1 relevant, non-privileged, non-work product records and documents in the  
2 possession, custody, or control of Publicis Health that relate to Publicis Health's  
3 alleged non-compliance with the provision of this Judgment described in that  
4 notification.

5 E. Publicis Health and the Attorney General shall meet or otherwise confer regarding  
6 the notification (which may at either party's election be a virtual or technology-  
7 based meeting), provided, however, that the meeting is not required to take place  
8 sooner than fifteen (15) calendar days after a written response to the notification.

9 F. Within thirty (30) calendar days of the meeting pursuant to Paragraph VI.E above,  
10 the Attorney General, taking into account the written response, any other  
11 submission made by Publicis Health, and other information available, shall resolve  
12 the notification as follows:

13 1. If the Attorney General reasonably believes that a potential violation is not  
14 ongoing or has been substantially resolved as of thirty (30) calendar days  
15 from the meeting pursuant to Paragraph VI.E above, the Attorney General  
16 shall provide notice to Publicis Health and shall not enforce compliance with  
17 this Judgment.

18 2. If the Attorney General reasonably believes that a potential violation is  
19 ongoing and has not been substantially resolved as of thirty (30) calendar  
20 days from the meeting pursuant to Paragraph VI.E above, the Attorney  
21 General shall request that Publicis Health prepare, within another thirty (30)  
22 calendar days, a corrective action plan to remedy the potential violation,  
23 including a reasonable period for implementation of such plan. The  
24 Attorney General may extend the period of time to prepare a corrective  
25 action plan based on a reasonable request by Publicis Health. A corrective  
26 action plan may address multiple potential violations, and an existing  
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1 corrective action plan may be amended to address additional potential  
2 violations.

3 3. Within ten (10) business days of submission of a corrective action plan  
4 regarding a potential violation, the Attorney General shall confer with  
5 Publicis Health regarding the proposed corrective action plan. The Attorney  
6 General may recommend revisions in its discretion. The conference  
7 required by this paragraph may at any party's election be a virtual or  
8 technology-based meeting.

9 4. Within thirty (30) calendar days of the conference in Paragraph VI.F.3  
10 above, the Attorney General shall advise Publicis Health whether it has  
11 adopted the proposed corrective action plan or whether it has adopted it after  
12 making modifications. The Attorney General shall also set forth a  
13 reasonable period for implementation of any such plan that has been  
14 adopted. Publicis Health must begin to comply with the corrective action  
15 plan within five (5) business days of receiving notice that the corrective  
16 action plan has been adopted.

17 G. The Attorney General may assert any claim that Publicis Health has violated this  
18 Judgment in this action or a separate civil action to enforce compliance with this  
19 Judgment, or may seek any other relief afforded by law for violations of the  
20 Judgment, but only after providing Publicis Health an opportunity to respond to the  
21 notification described in Paragraph VI.A above and/or cure the potential violation  
22 as described in Paragraph VI.F above; provided, however, that the Attorney  
23 General may take any action if the signatory Attorney General believes that,  
24 because of the specific practice, a threat to the health or safety of the public requires  
25 immediate action. For the avoidance of doubt, nothing herein shall impair the  
26 Attorney General from enforcing the laws or seeking an injunction against  
27 unlawful conduct.  
28

1 **VII. RELEASE**

2 A. Upon receipt of the payments set forth in Paragraph V.A above, Releasors hereby  
3 release and forever discharge the Released Parties from all Released Claims that  
4 the Attorney General is authorized by law to release as of the Effective Date,  
5 provided, however, as a condition thereof, that if Publicis Health enters voluntary  
6 or involuntary bankruptcy proceedings under Title 11 of the United States Code,  
7 or any proceeding under any state or federal receivership or insolvency law, prior  
8 to or within ninety-one (91) calendar days of effective payment of the amount due  
9 under Paragraph V.A above, then the aforesaid release and discharge of the  
10 Released Parties shall be void and of no effect.

11 B. The release in Paragraph VII.A is intended by the Parties to be broad and shall be  
12 interpreted so as to give the Released Parties the broadest possible bar against any  
13 liability relating in any way to Released Claims. This Judgment shall be a complete  
14 bar to any Released Claims.

15 C. *Representation and Warranty.* The signatories hereto on behalf of the State of  
16 Arizona expressly represent and warrant that they have (or have obtained, or will  
17 obtain no later than the initial participation date) the authority to settle and release,  
18 to the maximum extent of the State’s power, all Released Claims of (1) the State  
19 of Arizona; (2) all past and present executive departments, state agencies, divisions,  
20 boards, commissions and instrumentalities with the regulatory authority to enforce  
21 state and federal controlled substances acts, and (3) any of the State of Arizona’s  
22 past and present executive departments, agencies, divisions, boards, commissions,  
23 and instrumentalities that have the authority to bring Claims related to Covered  
24 Conduct seeking money (including abatement and/or remediation) or revocation or  
25 suspension of a pharmaceutical distribution or dispensing license. For the purposes  
26 of clause (3) above, executive departments, agencies, divisions, boards,  
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1 commissions, and instrumentalities are those that are under the executive authority  
2 or direct control of the State of Arizona's Governor.

3 D. Notwithstanding any term of this Judgment, specifically reserved and excluded  
4 from the release in Paragraph VII.A as to any entity or person, including Released  
5 Parties, are any and all of the following:

6 1. Any criminal liability that any person and/or entity, including Released  
7 Parties, has or may have to the State of Arizona;

8 2. Any civil or administrative liability that any person and/or entity, including  
9 Released Parties, has or may have to the State of Arizona not covered by the  
10 release in Paragraph VII.A above, including, the following claims:

- 11 a. state or federal antitrust violations;
- 12 b. any claims arising under state tax laws;
- 13 c. any claims arising under state or federal environmental laws;
- 14 d. any claims arising under state or federal Medicaid laws;
- 15 e. any claims arising under state securities laws;
- 16 f. any action to enforce this Judgment and any subsequent related  
17 orders and judgments.

18 3. Any liability under the State of Arizona's above-cited consumer protection  
19 laws which any person and/or entity, including Released Parties, has or may  
20 have to individual consumers. Nothing herein precludes the Released  
21 Parties from asserting any claims or defenses that may be available to them  
22 under the law in any court action.

23 E. Nothing herein precludes a Released Party from asserting any claims or defenses  
24 that may be available to it under the law in any court action.

25 F. *Cooperation.* Releasers (1) will not encourage any person or entity to bring or  
26 maintain any Released Claim against any Released Party and (2) will reasonably  
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1 cooperate with and not oppose any effort by a Released Party to secure the prompt  
2 dismissal of any and all Released Claims.

3 **VIII. MOST FAVORED NATIONS CLAUSE**

4 A. If Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate  
5 enters into any settlement agreement with any Non-Settling State after the Effective  
6 Date that resolves Claims similar in scope to the claims released by a Settling State  
7 under this Judgment on overall payment terms that are more favorable to such Non-  
8 Settling State than the overall payment terms of this Judgment (after due  
9 consideration of relevant differences in population or other appropriate factors),  
10 then the Settling States, individually or collectively, may seek review, pursuant to  
11 Section VIII.C, of the overall payment terms of this Judgment so that such Settling  
12 State(s) may obtain overall payment terms at least as favorable as those obtained  
13 by such Non-Settling State. "Overall payment terms" refers to consideration of all  
14 payment terms of the two agreements, taken together, including, but not limited to  
15 the amount of payments, the timing of payments, and conditions or contingencies  
16 on payments.

17 B. For any settlement with a Non-Settling State involving claims like claims released  
18 by a Settling State under this Judgment, Publicis Health shall provide a copy of the  
19 settlement agreement or relevant consent judgment within thirty (30) calendar days  
20 of the Effective Date of such settlement to the Multistate Executive Committee.  
21 The Multistate Executive Committee shall transmit the settlement or relevant  
22 consent judgment to all Settling States.

23 C. If one or more Settling States believes that the overall payment terms of an  
24 agreement between Publicis Health or any member, subsidiary, direct or indirect  
25 parent, or affiliate and a Non-Settling State is more favorable to the Non-Settling  
26 State, when compared to the totality of the circumstances outlined in Section VII.A  
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1 of this Judgment, Publicis Health and the Settling State shall engage in the  
2 following process:

- 3 1. The Settling State(s) shall provide notice, within sixty (60) calendar days of  
4 the date on which that Settling State receives the settlement agreement or  
5 consent judgment, to Publicis Health of its (their) intent to seek revision of  
6 this Judgment to provide payment terms that are, on an overall basis, as  
7 favorable as those obtained by the Non-Settling State. Such notice shall be  
8 confidential and not disclosed publicly to the extent allowed by law and shall  
9 state, in detail, the basis for the State's (States') belief that it (they) is (are)  
10 entitled to a revision of the Judgment.
- 11 2. Publicis Health shall, within thirty (30) calendar days, provide a response to  
12 the Settling State(s), explaining its position, in detail, as to whether the  
13 Settling State(s) is entitled to more favorable overall payment terms than  
14 those provided for in this Judgment.
- 15 3. In the event the Settling State(s) and Publicis Health do not reach agreement  
16 as to the application of Section VIII.A, the Settling State(s) may seek judicial  
17 review from the court as to the applicability of Section VIII.A, provided that  
18 the Settling State(s) may seek such review only if at least five (5) Settling  
19 States co-sign the petition.

20 D. This Section VIII.A does not apply to, and there is no ability of any Settling State  
21 to seek or obtain revision of this Judgment based on, any Non-Settling State  
22 agreement with Publicis Health or any member, subsidiary, direct or indirect  
23 parent, or affiliate that is entered into with: (a) a Non-Settling State that has  
24 advanced litigation against Publicis Health or any member, subsidiary, direct or  
25 indirect parent, or affiliate entity beyond the point at which one or more claims has  
26 survived a motion for summary judgment or (b) a Non-Settling State that has  
27 obtained any court order or judicial determination that grants judgment (in whole  
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1 or in part) against Publicis Health or any member, subsidiary, direct or indirect  
2 parent, or affiliate.

3  
4 **IX. ADDITIONAL PROVISIONS**

5 A. Nothing in this Judgment shall be construed to authorize or require any action by  
6 Publicis Health in violation of applicable federal, state, or other laws.

7 B. *Waiver.* Publicis Health for good and valuable consideration the receipt of which  
8 is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize  
9 and/or seek relief under any of the following laws of the State of Texas for the  
10 restructuring of any of its business affairs: Tex. Bus. Orgs. Code § 10.003 (Contents  
11 of Plan of Merger: More Than One Successor) or any other statute of Subchapter  
12 A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-  
13 successor mergers (and/or any other similar laws or statutes in any other state or  
14 territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination  
15 of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for  
16 the Benefit of Creditors) (collectively, the “Texas Statutes”); and (b) agrees,  
17 warrants and represents that it will not file, request or petition for relief under the  
18 Texas Statutes, in each case until such time as all of Publicis Health’s obligations  
19 incurred hereunder are satisfied in full. The foregoing waiver and relinquishment  
20 includes, without limitation, until such time as all of Publicis Health obligations  
21 hereunder are satisfied in full, Publicis Health’s rights to execute a divisional  
22 merger or equivalent transaction or restructuring that in each case has the intent or  
23 foreseeable effect of (i) separating material assets from material liabilities and (ii)  
24 assigning or allocating all or a substantial portion of those liabilities to any  
25 subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code,  
26 or pursuant to which such subsidiary or affiliate that files for relief under chapter  
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1 11 of the Bankruptcy Code would be assuming or retaining all or a substantial  
2 portion of those liabilities.

3 C. *Affirmative Representation of Solvency.* Publicis Health hereby warrants and  
4 represents that, as of the date of the execution of this Agreement, it is not insolvent  
5 as such term is defined and interpreted under 11 U.S.C. §§101 et seq. (“Code”)  
6 including, without limitation, Code §§ 547 and 548. Further, Publicis Health  
7 hereby warrants that it is not and will not become insolvent by the obligations  
8 incurred or the payments required hereby, again as insolvency is defined and  
9 interpreted under the Code, including, without limitation, Code §§ 547 and 548.

10 D. *Modification.* This Judgment may be modified by a stipulation of the Parties as  
11 approved by the Court, or by court proceedings resulting in a modified judgment  
12 of the Court, except to the extent as otherwise provided herein. For purposes of  
13 modifying this Judgment across all Settling States, Publicis Health may contact any  
14 member of the Multistate Executive Committee for purposes of coordinating this  
15 process.

16 E. The acceptance of this Judgment by the State of Arizona shall not be deemed  
17 approval by the State of Arizona of any of Publicis Health’s business practices.  
18 Further, neither Publicis Health nor anyone acting on its behalf shall state or imply,  
19 or cause to be stated or implied, that the State of Arizona or any other governmental  
20 unit of Arizona has approved, sanctioned or authorized any practice, act, or conduct  
21 of Publicis Health by reason of this Judgment.

22 F. Any failure by any party to this Judgment to insist upon the strict performance by  
23 any other party of any of the provisions of this Judgment shall not be deemed a  
24 waiver of any of the provisions of this Judgment, and such party, notwithstanding  
25 such failure, shall have the right thereafter to insist upon the specific performance  
26 of any and all of the provisions of this Judgment.

1 G. *Entire Agreement.* This Judgment represents the full and complete terms of the  
2 settlement entered into by the Parties hereto. In any action undertaken by the  
3 Parties, no prior versions of this Judgment and no prior versions of any of its terms  
4 that were not entered by the Court in this Judgment, may be introduced for any  
5 purpose whatsoever.

6 H. *Jurisdiction.* This Court retains jurisdiction of this Judgment and the Parties hereto  
7 for the purposes of enforcing or modifying this Judgment and/or for the purpose of  
8 granting such additional relief as may be necessary and appropriate.

9 I. *Notice.* All notices under this Judgment shall be provided to the following via  
10 email and overnight mail:

11 **X. FINAL JUDGMENT.** This Judgment resolves the Action. As no further matters remain  
12 pending, this is a final judgment entered pursuant to Ariz. R. Civ. P. 54(c).

13  
14 Publicis Health:

15 David Anders  
16 Wachtell Lipton Rosen & Katz  
17 51 West 52nd Street  
18 New York, NY 10019  
19 DBAnders@wlrk.com

20 Michael Dockterman  
21 Steptoe LLP  
22 227 West Monroe Street, Suite 4700  
23 Chicago, IL 60606  
24 mdockterman@steptoe.com

25 Marc Spitzer (AZ Bar No. 007507)  
26 Steptoe LLP  
27 1330 Connecticut Ave., NW  
28 Washington, D.C. 20036  
mspitzer@steptoe.com

1 Attorney General:

2 OFFICE OF THE ATTORNEY GENERAL  
3 2005 North Central Avenue  
4 Phoenix, AZ 85004-1592

5 **APPROVAL BY COURT**

6  
7 So ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
8  
9


10 \_\_\_\_\_  
11 JUDGE OF THE SUPERIOR COURT

12  
13 **APPROVED AS TO FORM AND CONTENT:**

14 **KRISTIN K. MAYES**  
15 **Attorney General**

**Step toe LLP**

16  
17  
18 By: Y. Martinez  
19

20  
21   
22 Jane S. Fallon  
23 Assistant Attorney General  
24 *Attorneys for the State of Arizona*

25 */s/ Marc Spitzer*  
26 \_\_\_\_\_  
27 Marc Spitzer (AZ Bar No. 007507)  
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*Attorneys for Defendant*

# eSignature Page 1 of 1

Filing ID: 17298049 Case Number: CV2024-002045  
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Granted as Submitted



/S/ Jennifer Ryan-Touhill Date: 2/5/2024  
Judicial Officer of Superior Court



**ENDORSEMENT PAGE**

CASE NUMBER: CV2024-002045

SIGNATURE DATE: 2/5/2024

E-FILING ID #: 17298049

FILED DATE: 2/6/2024 8:00:00 AM

JANE SUGANO FALLON

PUBLICIS HEALTH L L C  
375 HUDSON ST NEW YORK NY 10014

**EXHIBIT "A"**

## Exhibit A

### Publicis Multistate Settlement Allocation

State	Share	Dollar Amount			
Alabama	1.5958653635%	\$5,473,818.20	Nevada	1.2017657135%	\$4,122,056.40
Alaska	0.2283101787%	\$783,103.91	New Hampshire	0.5784834777%	\$1,984,198.33
Arizona	2.3755949882%	\$8,148,290.81	New Jersey	2.7551354545%	\$9,450,114.61
Arkansas	0.9322152924%	\$3,197,498.45	New Mexico	0.7989379794%	\$2,740,357.27
California	9.9213830698%	\$34,030,343.93	New York	5.3903813405%	\$18,489,008.00
Colorado	1.6616291219%	\$5,699,387.89	North Carolina	3.2502525994%	\$11,148,366.42
Connecticut	1.2938102647%	\$4,437,769.21	North Dakota	0.1700251989%	\$583,186.43
Delaware	0.4420285052%	\$1,516,157.77	Ohio	4.3567051408%	\$14,943,498.63
Dist. of Columbia	0.1799774824%	\$617,322.76	Oklahoma	1.5322312508%	\$5,255,553.19
Florida	7.0259134409%	\$24,098,883.10	Oregon	1.3741405009%	\$4,713,301.92
Georgia	2.7882080114%	\$9,563,553.48	Pennsylvania	4.5882419559%	\$15,737,669.91
Hawaii	0.3246488040%	\$1,113,545.40	Rhode Island	0.4465429178%	\$1,531,642.21
Idaho	0.4919080117%	\$1,687,244.48	South Carolina	1.5393083548%	\$5,279,827.66
Illinois	3.3263363702%	\$11,409,333.75	South Dakota	0.1982071487%	\$679,850.52
Indiana	2.2168933059%	\$7,603,944.04	Tennessee	2.6881474977%	\$9,220,345.92
Iowa	0.7419256132%	\$2,544,804.85	Texas	6.2932157196%	\$21,585,729.92
Kansas	0.7840793410%	\$2,689,392.14	Utah	1.1466798699%	\$3,933,111.95
Kentucky	1.9963344879%	\$6,847,427.29	Vermont	0.2544890561%	\$872,897.46
Louisiana	1.4650905059%	\$5,025,260.44	Virginia	2.2801150757%	\$7,820,794.71
Maine	0.5293231313%	\$1,815,578.34	Washington	2.3189040182%	\$7,953,840.78
Maryland	2.1106090494%	\$7,239,389.04	West Virginia	1.0567416533%	\$3,624,623.87
Massachusetts	2.3035761083%	\$7,901,266.05	Wisconsin	1.7582560561%	\$6,030,818.27
Michigan	3.4020234989%	\$11,668,940.60	Wyoming	0.1668134842%	\$572,170.25
Minnesota	1.2972597706%	\$4,449,601.01	American Samoa	0.0171221696%	\$58,729.04
Mississippi	0.8624327860%	\$2,958,144.46	Guam	0.0480366565%	\$164,765.73
Missouri	2.0056475170%	\$6,879,370.98	N.M Islands	0.0167059202%	\$57,301.31
Montana	0.3125481816%	\$1,072,040.26	Puerto Rico	0.7101195950%	\$2,435,710.21
Nebraska	0.4171546352%	\$1,430,840.40	U.S. Virgin Islands	0.0315673573%	\$108,276.04
			<b>Total</b>		<b>\$343,000,000.00</b>

**EXHIBIT "B"**

**Exhibit B**  
Publicis Multistate Settlement Allocation of Costs

<b>State</b>	<b>Amount</b>		
Document Repository	\$2,250,000.00	North Dakota	\$5,000.00
Everlaw Reimbursement	\$206,330.00	Ohio	\$5,000.00
Alabama	\$5,000.00	Oklahoma	\$5,000.00
Alaska	\$5,000.00	Oregon	\$632,367.10
Arizona	\$5,000.00	Pennsylvania	\$5,000.00
Arkansas	\$5,000.00	Rhode Island	\$5,000.00
California	\$331,733.56	South Carolina	\$5,000.00
Colorado	\$713,992.10	South Dakota	\$5,000.00
Connecticut	\$331,733.56	Tennessee	\$331,733.56
Delaware	\$5,000.00	Texas	\$5,000.00
District of Columbia	\$5,000.00	Utah	\$5,000.00
Florida	\$5,000.00	Vermont	\$207,333.48
Georgia	\$5,000.00	Virginia	\$5,000.00
Hawaii	\$5,000.00	Washington	\$5,000.00
Idaho	\$207,333.48	West Virginia	\$5,000.00
Illinois	\$5,000.00	Wisconsin	\$5,000.00
Indiana	\$5,000.00	Wyoming	\$5,000.00
Iowa	\$5,000.00	American Samoa	\$5,000.00
Kansas	\$5,000.00	Guam	\$5,000.00
Kentucky	\$5,000.00	N.M. Islands	\$5,000.00
Louisiana	\$5,000.00	Puerto Rico	\$5,000.00
Maine	\$5,000.00	US Virgin Islands	\$5,000.00
Maryland	\$5,000.00		
Massachusetts	\$662,367.10		
Michigan	\$5,000.00		
Minnesota	\$5,000.00		
Mississippi	\$5,000.00		
Missouri	\$5,000.00		
Montana	\$5,000.00		
Nebraska	\$5,000.00		
Nevada	\$5,000.00		
New Hampshire	\$5,000.00		
New Jersey	\$5,000.00		
New Mexico	\$5,000.00		
New York	\$687,742.60		
North Carolina	\$207,333.48		