

**SUPERIOR COURT
WASHINGTON UNIT**

STATE OF VERMONT

**CIVIL DIVISION
Docket No.**

STATE OF VERMONT)
)
 Plaintiff,)
)
 v.)
)
 PUBLICIS HEALTH, LLC,)
)
 Defendant.)

CONSENT JUDGMENT

Plaintiff, the State of Vermont (the “State” or “Plaintiff”), filed a Complaint for a permanent injunction and other relief in this action pursuant to the Vermont Consumer Protection Act (“CPA”), 9 V.S.A. 2451, *et seq* (“CPA”) alleging that Defendant, Publicis Health, LLC (“Publicis Health” or “Defendant”), committed violations of the CPA. Plaintiff, by its counsel, and Publicis Health, by its counsel, have agreed to entry of this Consent Judgment by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

RECITALS

1. Each Party warrants and represents that it engaged in arm’s-length negotiations in good faith. In hereby executing the Consent Judgment, the Parties intend to effectuate a good-faith settlement.
2. The State has determined that the Consent Judgment is in the public interest.

IT IS HEREBY ORDERED THAT:

I. FINDINGS

- A. For the sole purposes of this proceeding and the enforcement of this Consent Judgment as set out in Paragraph IX.H, this Court has jurisdiction over the subject matter of this action and over the Parties (as defined below). This Consent Judgment shall not be construed or used as a waiver of any jurisdictional defense Publicis Health may raise in any other proceeding.
- B. The terms of this Consent Judgment shall be governed by the laws of the State of Vermont.

- C. Entry of this Consent Judgment reflects a negotiated agreement among the Parties.
- D. The Parties have agreed to resolve all claims and issues arising from or relating to the Covered Conduct (as defined below) by entering into this Consent Judgment.
- E. Publicis Health has cooperated with the Settling States' investigation and is willing to enter into this Consent Judgment regarding the Covered Conduct in order to resolve the State's Claims under the CPA as to the matters addressed in this Consent Judgment, and thereby avoid significant expense, inconvenience, and uncertainty. The Settling States acknowledge Publicis Health's good faith and responsible corporate citizenship in reaching this resolution.
- F. Publicis Health agrees to entry of this Consent Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Publicis Health expressly denies. Publicis Health does not admit any violation of the CPA or any other law of the State of Vermont (including all laws and regulations described in Paragraph VII.A, below) and does not admit any wrongdoing that was or could have been alleged by the Attorney General before the date of the Consent Judgment. No part of this Consent Judgment including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Publicis Health.
- G. This Consent Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Publicis Health in any other action, or of Publicis Health's right to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or actions relating to the subject matter or terms of this Consent Judgment. This Consent Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, the Attorney General may file an action to enforce the terms of this Consent Judgment.
- H. No part of this Consent Judgment shall create a private cause of action or confer any right to any third party for violation of any federal or state statute except that the Attorney General may file a motion in this action or file a separate civil action to enforce the terms of this Consent Judgment. It is the intent of the Parties that this Consent Judgment shall not be binding or admissible in any other matter including, but not limited to, any investigation or litigation, other than in connection with the enforcement of this Consent Judgment. This Consent Judgment is not enforceable by any persons or entities besides the Attorney General, Publicis Health, and this Court.

II. DEFINITIONS

- A. The following definitions shall be used in construing this Consent Judgment:

1. “Attorney General” means the Vermont Attorney General or her authorized designee.
2. “Claim” means any past, present or future cause of action, claim for relief, crossclaim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.
3. “Claim-Over” means a Claim asserted by a Non-Released Entity against a Released Party on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
4. “Covered Conduct” means any and all acts, failures to act, conduct, statements, errors, omissions, events, breaches of duty, services, advice, work, deliverables, engagements, transactions, or other activity of any kind whatsoever, occurring up to and including the Effective Date (and any past, present, or future consequence of any such acts, failures to act, conduct, statements, errors, omissions, events, breaches of duty, services, advice, work, deliverables, engagements, transactions, or other activity of any kind whatsoever, occurring up to and including the Effective Date) arising from or related in any way to: (a) the discovery, development, manufacture, marketing, promotion, advertising, recall, withdrawal, distribution, monitoring, supply, sale, research, prescribing, reimbursement, use, regulation, or abuse of any opioid; (b) the treatment of opioid abuse or efforts to combat the opioid crisis, or (c) the characteristics, properties, risks, or benefits of any opioid.
5. “Effective Date” means the date on which a copy of this Consent Judgment, duly executed by Publicis Health and by the Attorney General, is approved by, and becomes a Judgment of the Court.

6. "Model Consent Judgment" means the negotiated form judgment or order that served as the model for this Consent Judgment and those used in other States participating in the settlement.
7. "Multistate Executive Committee" means the Attorneys General and staffs representing the States of California, Colorado, Connecticut, Idaho, Massachusetts, New York, North Carolina, Oregon, Tennessee, and Vermont.
8. "Non-Party Covered Conduct Claim" means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Party).
9. "Non-Party Settlement" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
10. "Non-Released Entity" means an entity that is not a Released Party.
11. "Non-Settling State" means a State that has not agreed to enter the Model Consent Judgment.
12. "Parties" means Publicis Health and the Attorney General.
13. "Publicis Health" means Publicis Health, LLC, a Delaware entity.
14. "Released Claims" means any and all Claims that the Attorney General is authorized by law to bring and/or release as of the Effective Date based on, arising out of, or in any way related to the Covered Conduct prior to the Effective Date, except as otherwise specified in Paragraph VII.D.
15. "Released Parties" means with respect to Released Claims, Publicis Health and (1) all past and present members, subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect); (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, Publicis Health or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of Publicis Health, its members or its subsidiaries, including in Publicis Health's or any subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect members, parents and shareholders of Publicis Health (solely in their capacity as parents, members, or shareholders with respect to Covered Conduct); and (6) any insurer of Publicis Health or of any person or entity otherwise described in subsections (1)-(5) of this paragraph (solely in its role as insurer of such

person or entity). Any person or entity described in subsections (3)-(6) shall be a Released Party solely in the capacity described in such clause and shall not be a Released Party with respect to its conduct in any other capacity. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Publicis Health after the Effective Date is not a Released Party.

16. "Releasers" means the State of Vermont and the Attorney General.
17. "Settling State" or "Settling States" means the State or States that have agreed to enter the Model Consent Judgment.
18. "State Consumer Protection Laws" means the consumer protection laws of the State of Vermont.
19. Any reference to a document shall mean a physical paper copy of the document, electronic version of the document, or electronic access to such document.

III. INJUNCTIVE RELIEF

It is ordered that:

- A. Released Parties shall end any current and not accept any future engagements relating to the marketing, promotion, advertising, sale, prescribing, or use of any opioid or other opioid-based Schedule II or Schedule III controlled substance as listed pursuant to the federal Controlled Substance Act.
- B. Nothing in Paragraph III.A above is intended to prohibit Released Parties from offering its services to: (1) clients who, as part of their overall business, develop, manufacture, market, promote, advertise, recall, withdraw, distribute, monitor, supply, sell or prescribe opioids or other opioid-based Schedule II or Schedule III controlled substances, so long as the subject matter of the engagement does not specifically relate to opioids or other opioid-based Schedule II or Schedule III controlled substances prescribed for the treatment of pain; (2) clients who develop, manufacture, market, promote, advertise, recall, withdraw, distribute, monitor, supply, sell or prescribe opioids or other opioid-based Schedule II or Schedule III controlled substances as an opioid antagonist, for opioid overdose or for treatment of opioid use disorder; or (3) health care providers, health plans, non-profit entities, governments, and quasi-governmental entities, or any other client, for purposes of addressing a humanitarian health crisis, drug abuse prevention, treatment, and mitigation or abatement efforts, or other public health benefit.
- C. Released Parties shall not use, assist, or employ any third party to engage in any activity that they themselves would be prohibited from engaging in pursuant to this Consent Judgment.

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

IV. PUBLIC ACCESS TO PUBLICIS HEALTH DOCUMENTS

- A. *Documents Subject to Public Disclosure.* The following documents shall be produced by Publicis Health to each Settling State that requests them and, following the execution of this Consent Judgment by all Settling States, will be subject to public disclosure as part of a document disclosure program, except for the redactions authorized by Paragraph IV.B:
1. All non-privileged documents Publicis Health produced to any Settling State from 2019 to 2023 in response to investigative demands or other formal or informal requests related to opioids that fall within the following categories:
 - a. All opioid-related communications with Allergan USA, Inc.; Endo Pharmaceuticals, plc; Johnson & Johnson; McKesson; Purdue Pharma LP; Teva Pharmaceuticals Ltd.; McKinsey & Company, Inc.; or Practice Fusion, Inc.,
 - b. Any communication related to opioids;
 - c. All documents and communications sent or received by any employee or other person acting under the direction of Publicis Health related to opioids.
 2. All documents produced under this provision shall be provided in the format in which they were originally produced to a Settling State. Documents originally produced in electronic format will be produced with all available related metadata. Publicis Health and the Settling States will work cooperatively to develop technical specifications for the productions.
- B. *Information That May Be Redacted.* The following categories of information are exempt from public disclosure:
1. Information subject to trade secret protection. A "trade secret" is information, including a formula, pattern, compilation, program, device, method, technique or process, that (a) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Even if the information falls within the definition, "trade secret" does not include information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications related to sales or promotion of opioids.

2. Confidential personal information. “Confidential personal information” means Social Security or tax identification numbers, personal financial account numbers, passport numbers, driver license numbers, home addresses, home telephone numbers, personal email addresses, and other personally identifiable information protected by law from disclosure, and the names of officers, directors, employees, agents, and attorneys of Publicis or any member, subsidiary, direct or indirect parent, or affiliate, except for the names of the individuals listed in a letter from the Commonwealth of Massachusetts dated January 19, 2024. “Confidential personal information” does not include (i) the positions and titles of officers, directors, employees, agents, or attorneys of Publicis or any member, subsidiary, direct or indirect parent, or affiliate, (ii) the names of officers, directors, employees, agents, and attorneys of Allergan USA, Inc.; Endo Pharmaceuticals, plc; Johnson & Johnson; McKesson; Purdue Pharma LP; Teva Pharmaceuticals Ltd.; McKinsey & Company, Inc.; Practice Fusion, Inc.; or of any government agency, or (iii) the names, positions, and titles of any prescribers.
 3. Information that is inappropriate for public disclosure because it is subject to personal privacy interests recognized by law (e.g., HIPAA), or contractual rights of third parties (including Publicis Health’s clients) that Publicis Health may not abrogate. Publicis Health shall make its best efforts to ensure that disclosure into the document repository is not limited or prohibited by contractual rights of Purdue Pharma LP; Allergan USA, Inc.; Endo Pharmaceuticals, plc; Johnson & Johnson; McKesson; or Teva Pharmaceuticals Ltd. with regard to documents related to opioids.
 4. Information regarding Publicis Health’s partners’ or employees’ personal or professional matters where that information is (i) not related to either Publicis Health or opioids, including but not limited to emails produced by Publicis Health custodians discussing vacation or sick leave, family, or other personal matters; or (ii) related to other clients of Publicis Health on non-opioid products or matters.
- C. *Redaction of Documents Containing Protected Information.* The parties shall use the following method to resolve disputes in the information that is redacted pursuant to Paragraph IV.B of this Consent Judgment:
1. Whenever a document contains information subject to a claim of exemption, Publicis Health shall produce the document in redacted form. Such redactions shall indicate that trade secret and/or private information, as appropriate, has been redacted. Redactions shall be limited to the minimum redactions possible to protect the legally recognized individual privacy interests and trade secrets identified above.
 2. Publicis Health shall produce to the Settling States, or their designated representatives, a log noting each document redacted. The log shall also

provide fields stating the basis for redacting the document, with sufficient detail to allow an assessment of the merits of the assertion. The log is subject to public disclosure in perpetuity. The log shall be produced simultaneously with the production of documents required by Paragraph IV.E.

3. A Settling State that has agreed to receive the documents and has included the provisions in this Paragraph IV in its respective Judgment may challenge the appropriateness of redactions by providing notice to Publicis Health. If the challenge is not resolved by agreement, it must be resolved in the first instance by a third party jointly appointed by the Settling State and Publicis Health to resolve such challenges. The decision of the third party may be appealed to a court with enforcement authority over this Judgment. If not so appealed, the third party's decision is final. In connection with such challenge, Publicis Health may provide copies of relevant unredacted documents to the parties or the decisionmaker, subject to appropriate confidentiality protections, as determined by the decisionmaker.
 4. In addition to the redacted documents, Publicis Health shall, upon any Settling State's request, also produce all documents identified in Section IV.A above in unredacted form to such Settling State at the same time. The redacted documents produced by Publicis Health may be publicly disclosed in accordance with Section IV.D below. The unredacted documents produced by Publicis Health to a Settling State shall be available only to such State unless Publicis Health's claim of exemption under Section IV.B is successfully challenged in accordance with Section IV.C.3.
- D. *Public Disclosure Through a Document Repository.* Any Settling State may publicly disclose all documents covered by Paragraph IV.A through a public repository maintained by a governmental, non-profit, or academic institution. Each Settling State may specify the terms of any such repository's use of those documents, including allowing the repository to index and make searchable all documents subject to public disclosure, including the metadata associated with those documents. When providing the documents covered by Paragraph IV.A to a public repository, no Settling State shall include or attach within the document set any characterization of the content of the documents. For the avoidance of doubt, nothing in this paragraph shall prohibit any Settling State from publicly discussing the documents covered by Paragraph IV.A.
- E. *Timeline for Production.* Publicis Health shall produce all documents required by Paragraph IV.A no later than 12 months after the execution of this Consent Judgment.
- F. *Costs.* Publicis Health shall pay \$2.25 million for the costs of establishing and/or maintaining an online repository of opioid industry documents for the benefit of

the public. This payment is included in the Settlement Amount addressed in Section V. The public repository payment shall be made no later than sixty (60) days after the Effective Date, with the payment directed pursuant to instructions from the Multistate Executive Committee.

V. PAYMENT

- A. Publicis Health shall pay Settling States a total amount of \$350,000,000 as provided and subject to the conditions set forth herein (“the Settlement Amount”). A part of the Settlement Amount shall be reserved to reimburse the Settling States for attorney fees, costs, and expenses associated with the investigation and to fund the document repository as set forth in IV.F. Of the Settlement Amount, \$343,000,000, shall be allocated among the Settling States as agreed to by the Settling States (the “Settlement Abatement Amount”). The Settlement Abatement Amount allocated to each Settling State is set forth in Exhibit A. Pursuant to that allocation, Vermont will receive a Settlement Abatement Amount of \$872,897.46. Reimbursement for the investigation shall be paid to the Settling States as set forth in Exhibit B.
- B. Publicis Health shall pay the Settlement Amount no later than 60 days after the Effective Date.
- C. It is the intent of the Parties that the allocated portion of the Settlement Abatement Amount paid to the Settling States will be used, to the extent practicable, to remediate the harms caused to the Settling States and their residents by the opioid epidemic. The portion of the Settlement Abatement Amount paid to the Settling States is not a fine or other similar penalty paid for the violation of any law, nor is it being paid in connection with Publicis Health’s acquisition of any capital asset. Instead, such amounts shall constitute compensatory restitution and remediation within the meaning of 26 U.S.C. § 162(f)(2)(A).
- D. As such, each Settling State shall cause to be completed and timely filed Forms 1098-F with the Internal Revenue Service (“IRS”) that identify not less than the allocated portion of the Settlement Abatement Amount to be paid to the State as compensatory restitution and remediation within the meaning of 26 U.S.C. § 162(f)(2)(A), including appurtenant IRS regulations, guidance, and instructions, and shall timely furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Publicis Health. Publicis Health shall cooperate with each Settling State and provide all pertinent information needed for the Settling State to timely complete an IRS Form 1098-F, including relevant Tax Identification Numbers and/or Employer Identification Numbers. Upon agreement between Publicis Health and the Multistate Executive Committee, an individual state can serve as the designated state for reporting of the total settlement amounts.
- E. For the avoidance of doubt, neither the State nor Publicis Health make any warranty or representation as to the tax consequences of the payment of the Settlement Abatement Amount. Should there be any conflicts between a provision

in Paragraphs V.C. and V.D. and a federal statute or IRS rule, regulation, or instruction, the IRS or other federal authority will control.

F. Claim-Over and Non-Party Settlement

1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Parties should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Consent Judgment;
 - b. The payments made under this Consent Judgment shall be the sole payments made by the Released Parties to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Party);
 - c. Claims by Releasers against non-Parties should not result in additional payments by Released Parties, whether through contribution, indemnification, or any other means; and
 - d. The Consent Judgment meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a Released Party's liability to any other parties.

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

2. *Contribution/Indemnity Prohibited.* No Released Party shall seek to recover for amounts paid under this Consent Judgment based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Party shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releaser enters into a Non-Party Settlement, including settlement reached in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releaser will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Publicis Health in Paragraph V.F.2, or a release from such

Non-Released Entity in favor of the Released Parties (in a form equivalent to the releases contained in this Consent Judgment) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Consent Judgment.

4. *Claim-Over.* In the event that, on or after the Effective Date, any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Paragraph V.F.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Paragraph V.F.3, and such Non-Released Entity asserts a Claim-Over against a Released Party, the Released Party shall be relieved of the prohibition in Paragraph V.F.2 with respect to that Non-Released Entity, and that Releasor and Publicis Health shall take the following actions to ensure that the Released Parties do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Consent Judgment by Publicis Health:
 - a. Publicis Health shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Consent Judgment, whichever is later;
 - b. Publicis Health and that Releasor shall meet and confer concerning the means to hold Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Publicis Health under this Consent Judgment;
 - c. That Releasor and Publicis Health shall take steps sufficient and permissible under the law of the State of Vermont to hold Released Parties harmless from the Claim-Over and ensure Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by Publicis Health under this Consent Judgment. Such steps may include, where permissible:
 - (1) Filing of motions to dismiss or such other appropriate motions by Publicis Health or Released Parties, and supported by Releasors, in response to any claim filed in litigation or arbitration;
 - (2) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the

amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

- (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (4) Return of monies paid by Publicis Health to that Releasor under this Consent Judgment to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - (5) Payment of monies to Publicis Health by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (6) Credit to Publicis Health under this Consent Judgment to reduce the overall amounts to be paid under the Consent Judgment such that they are held harmless from the Claim-Over; and
 - (7) Such other actions as that Releasor and Publicis Health may devise to hold Publicis Health harmless from the Claim-Over.
5. The actions of that Releasor and Publicis Health taken pursuant to Paragraph V.F.4.c must, in combination, ensure Publicis Health is not required to pay more with respect to Covered Conduct than the amounts owed by Publicis Health under this Consent Judgment.
 6. In the event of any dispute over the sufficiency of the actions taken pursuant to Paragraph V.F.4.c, that Releasor and Publicis Health may seek review by the Court. The Court shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in Paragraph V.F.4.c sufficient to hold Released Parties fully harmless. In the event that the Court's actions do not result in Released Parties being held fully harmless, Publicis Health shall have a claim for violation of this Consent Judgment by Releasors, with the remedy being payment of sufficient funds to hold Publicis Health harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Publicis Health may have.
 7. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Paragraph V.F.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of products, a manufacturer that sold products, a consultant, and/or a pharmacy benefit manager or other third-party payor,

or media platform. Publicis shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.

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

VI. ENFORCEMENT

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

- E. Publicis Health and the Attorney General shall meet or otherwise confer regarding the notification (which may at either party's election be a virtual or technology-based meeting), provided, however, that the meeting is not required to take place sooner than fifteen (15) calendar days after a written response to the notification.
- F. Within thirty (30) calendar days of the meeting pursuant to Paragraph VI.E above, the Attorney General, taking into account the written response, any other submission made by Publicis Health, and other information available, shall resolve the notification as follows:
1. If the Attorney General reasonably believes that a potential violation is not ongoing or has been substantially resolved as of thirty (30) calendar days from the meeting pursuant to Paragraph VI.E above, the Attorney General shall provide notice to Publicis Health and shall not enforce compliance with this Consent Judgment.
 2. If the Attorney General reasonably believes that a potential violation is ongoing and has not been substantially resolved as of thirty (30) calendar days from the meeting pursuant to Paragraph VI.E above, the Attorney General shall request that Publicis Health prepare, within another thirty (30) days, a corrective action plan to remedy the potential violation, including a reasonable period for implementation of such plan. The Attorney General may extend the period of time to prepare a corrective action plan based on a reasonable request by Publicis Health. A corrective action plan may address multiple potential violations, and an existing corrective action plan may be amended to address additional potential violations.
 3. Within ten (10) business days of submission of a corrective action plan regarding a potential violation, the Attorney General shall confer with Publicis Health regarding the proposed corrective action plan. The Attorney General may recommend revisions in its discretion. The conference required by this paragraph may at any party's election be a virtual or technology-based meeting.
 4. Within thirty (30) calendar days of the conference in Paragraph VI.F.3 above, the Attorney General shall advise Publicis Health whether it has adopted the proposed corrective action plan or whether it has adopted it after making modifications. The Attorney General shall also set forth a reasonable period for implementation of any such plan that has been adopted. Publicis Health must begin to comply with the corrective action plan within five (5) business days of receiving notice that the corrective action plan has been adopted.
- G. The Attorney General may assert any claim that Publicis Health has violated this Consent Judgment in this action or a separate civil action to enforce compliance with this Consent Judgment, or may seek any other relief afforded by law for

violations of the Consent Judgment, but only after providing Publicis Health an opportunity to respond to the notification described in Paragraph VI.A above and/or cure the potential violation as described in Paragraph VI.F above; provided, however, that the Attorney General may take any action if the signatory Attorney General believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action. For the avoidance of doubt, nothing herein shall impair the Attorney General from enforcing the laws or seeking an injunction against unlawful conduct.

VII. RELEASE

- A. Upon receipt of the payments set forth in Paragraph V.A above, Releasors hereby release and forever discharge the Released Parties from all Released Claims that the Attorney General is authorized by law to release as of the Effective Date, provided, however, as a condition thereof, that if Publicis Health enters voluntary or involuntary bankruptcy proceedings under Title 11 of the United States Code, or any proceeding under any state or federal receivership or insolvency law, prior to or within ninety-one (91) calendar days of effective payment of the amount due under Paragraph V.A above, then the aforesaid release and discharge of the Released Parties shall be void and of no effect.
- B. The release in Paragraph VII.A is intended by the Parties to be broad and shall be interpreted so as to give the Released Parties the broadest possible bar against any liability relating in any way to Released Claims. This Consent Judgment shall be a complete bar to any Released Claims.
- C. *Representation and Warranty.* The signatories hereto on behalf of the State of Vermont expressly represent and warrant that they have (or have obtained, or will obtain no later than the initial participation date) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) the State of Vermont; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; and (3) any of the State of Vermont's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State of Vermont's Governor.
- D. Notwithstanding any term of this Consent Judgment, specifically reserved and excluded from the release in Paragraph VII.A as to any entity or person, including Released Parties, are any and all of the following:

1. Any criminal liability that any person and/or entity, including Released Parties, has or may have to the State of Vermont;
 2. Any civil or administrative liability that any person and/or entity, including Released Parties, has or may have to the State of Vermont not covered by the release in Paragraph VII.A above, including, the following claims:
 - a. state or federal antitrust violations;
 - b. any claims arising under state tax laws;
 - c. any claims arising under state or federal environmental laws;
 - d. any claims arising under state or federal Medicaid laws;
 - e. any claims arising under state securities laws;
 - f. any action to enforce this Consent Judgment and any subsequent related orders and judgments.
 3. Any liability under the State of Vermont above-cited consumer protection laws which any person and/or entity, including Released Parties, has or may have to individual consumers. Nothing herein precludes the Released Parties from asserting any claims or defenses that may be available to them under the law in any court action.
- E. Nothing herein precludes a Released Party from asserting any claims or defenses that may be available to it under the law in any court action.
- F. *Cooperation.* Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Party and (2) will reasonably cooperate with and not oppose any effort by a Released Party to secure the prompt dismissal of any and all Released Claims.

VIII. MOST FAVORED NATIONS CLAUSE

- A. If Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate enters into any settlement agreement with any Non-Settling State after the Effective Date that resolves Claims similar in scope to the claims released by a Settling State under this Consent Judgment on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of this Consent Judgment (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may seek review, pursuant to Section VIII.C, of the overall payment terms of this Consent Judgment so that such Settling State(s) may obtain overall payment terms at least as favorable as those obtained by such Non-Settling State. "Overall payment terms" refers to consideration of all payment terms of the two

agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

- B. For any settlement with a Non-Settling State involving claims like claims released by a Settling State under this Consent Judgment, Publicis Health shall provide a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the Effective Date of such settlement to the Multistate Executive Committee. The Multistate Executive Committee shall transmit the settlement or relevant consent judgment to all Settling States.
- C. If one or more Settling States believes that the overall payment terms of an agreement between Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate and a Non-Settling State is more favorable to the Non-Settling State, when compared to the totality of the circumstances outlined in Section VII.A of this Consent Judgment, Publicis Health and the Settling State shall engage in the following process:
 - 1. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which that Settling State receives the settlement agreement or consent judgment, to Publicis Health of its (their) intent to seek revision of this Consent Judgment to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. Such notice shall be confidential and not disclosed publicly to the extent allowed by law and shall state, in detail, the basis for the State's (States') belief that it (they) is entitled to a revision of the Consent Judgment.
 - 2. Publicis Health shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is entitled to more favorable overall payment terms than those provided for in this Consent Judgment.
 - 3. In the event the Settling State(s) and Publicis Health do not reach agreement as to the application of Section VIII.A, the Settling State(s) may seek judicial review from the court as to the applicability of Section VIII.A, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition.
- D. This Section VIII.A does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Consent Judgment based on, any Non-Settling State agreement with Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate that is entered into with: (a) a Non-Settling State that has advanced litigation against Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate entity beyond the point at which one or more claims has survived a motion for summary judgment; or (b) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole

or in part) against Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate.

IX. ADDITIONAL PROVISIONS

- A. Nothing in this Consent Judgment shall be construed to authorize or require any action by Publicis Health in violation of applicable federal, state, or other laws.
- B. *Waiver.* Publicis Health for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of any of its business affairs: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the “Texas Statutes”); and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes, in each case until such time as all of Publicis Health’s obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of Publicis Health obligations hereunder are satisfied in full, Publicis Health’s rights to execute a divisional merger or equivalent transaction or restructuring that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.
- C. *Affirmative Representation of Solvency.* Publicis Health hereby warrants and represents that, as of the date of the execution of this Agreement, it is not insolvent as such term is defined and interpreted under 11 U.S.C. §§101 et seq. (“Code”) including, without limitation, Code §§ 547 and 548. Further, Publicis Health hereby warrants that it is not and will not become insolvent by the obligations incurred or the payments required hereby, again as insolvency is defined and interpreted under the Code, including, without limitation, Code §§ 547 and 548.
- D. *Modification.* This Consent Judgment may be modified by a stipulation of the Parties as approved by the Court, or by court proceedings resulting in a modified judgment of the Court, except to the extent as otherwise provided herein. For purposes of modifying this Consent Judgment across all Settling States, Publicis Health may contact any member of the Multistate Executive Committee for purposes of coordinating this process.

- E. The acceptance of this Consent Judgment the State of Vermont shall not be deemed approval by the State of Vermont of any of Publicis Health's business practices. Further, neither Publicis Health nor anyone acting on its behalf shall state or imply, or cause to be stated or implied, that the State of Vermont or any other governmental unit of Vermont has approved, sanctioned, or authorized any practice, act, or conduct of Publicis Health by reason of this Consent Judgment.
- F. Any failure by any party to this Consent Judgment to insist upon the strict performance by any other party of any of the provisions of this Consent Judgment shall not be deemed a waiver of any of the provisions of this Consent Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Judgment.
- G. *Entire Agreement.* This Consent Judgment represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Consent Judgment and no prior versions of any of its terms that were not entered by the Court in this Consent Judgment, may be introduced for any purpose whatsoever.
- H. *Jurisdiction.* This Court retains jurisdiction of this Consent Judgment and the Parties hereto for the purposes of enforcing or modifying this Consent Judgment and/or for the purpose of granting such additional relief as may be necessary and appropriate.
- I. *Notice.* All notices under this Consent Judgment shall be provided to the following via email and overnight mail:

Publicis Health:

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

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(802) 828-1106
Jill.abrams@vermont.gov

APPROVAL BY COURT

APPROVED and SO ORDERED this ____ day of ____, 2024.

Judge

AGREED TO BY:

CHARITY R. CLARK
ATTORNEY GENERAL

By: Jill Abrams
Jill S. Abrams
Assistant Attorney General
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Counsel for Publicis Health, LLC

Exhibit A

Publicis Multistate Settlement Allocation

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

Exhibit B
Publicis Multistate Settlement Allocation of Costs

State	Amount		
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		