RETURN DATE: APRIL 29, 2003

STATE OF CONNECTICUT	:	SUPERIOR COURT
	:	
V.	:	JUDICIAL DISTRICT OF HARTFORD
	:	AT HARTFORD
	:	
AVENTIS PHARMACEUTICALS, INC.	:	MARCH 12, 2003

COMPLAINT

FIRST COUNT

1. The plaintiff, STATE OF CONNECTICUT, represented by RICHARD BLUMENTHAL, ATTORNEY GENERAL OF THE STATE OF CONNECTICUT, acting at the request of JAMES T. FLEMING, COMMISSIONER OF CONSUMER PROTECTION, brings this action pursuant to the Connecticut Unfair Trade Practices Act, Chapter 735a of the Connecticut General Statutes, and more particularly, Conn. Gen. Stat. §§ 42-110m and 42-110o, for the purpose of seeking appropriate relief for violations of Conn. Gen. Stat. § 42-110b(a).

2. Defendant AVENTIS PHARMACEUTICALS, INC. is a corporation organized under the laws of the State of Delaware. AVENTIS PHARMACEUTICALS, INC. Is a wholly owned subsidiary of AVENTIS, S.A., a corporation organized under the laws of France. Prior to 1999, AVENTIS PHARMACEUTICALS, INC. was known as HOECHST MARION ROUSSEL, INC. At all times material to this complaint, AVENTIS PHARMACEUTICALS, INC has transacted business in the State of Connecticut by, including but not limited to, manufacturing, selling and distributing pharmaceutical products that are the subjects of this action which are ultimately sold or distributed to providers in the State of Connecticut.

3. The defendant has, during all times relevant to this complaint, engaged in the trade or commerce of manufacturing, selling and/or distributing pharmaceutical products which are ultimately sold or distributed to providers in the State of Connecticut.

4. Whenever reference is made in this complaint to any representation, act or transaction of the defendant, such allegation shall be deemed to mean that the principals, officers, directors, employees, agents or representatives while actively engaged in the course and scope of their employment, did or authorized such representations, acts, or transactions on behalf of said defendant.

I. REIMBURSEMENT FOR PRESCRIPTION DRUGS UNDER THE CONNECTICUT MEDICAL ASSISTANCE PROGRAM.

5. The State of Connecticut Department of Social Services ("DSS") administers the Medical Assistance Program. The Medical Assistance Program includes the Connecticut Medicaid program, as well as the Connecticut Pharmaceutical Assistance Contract to the Elderly and the Disabled ("ConnPACE"), State Administered General Assistance ("SAGA"), General Assistance ("GA") and Connecticut AIDS Drug Assistance Program ("CADAP"). The Medical Assistance Program pays for medical benefits, including prescription drugs, for certain low income and disabled Connecticut residents. The Medical Assistance Program reimburses physicians, pharmacists, and other health care providers for certain drugs prescribed for, dispensed, and/or administered to, Medical Assistance Program recipients.

6. Within the Medical Assistance Program many drugs are paid for on a fee for service basis, in some cases (i.e. Medicaid) with no copayment, and in other cases (i.e. ConnPACE) with a small

copayment. This fee for service program includes certain drugs which are dispensed by pharmacies in accordance with prescriptions as well as certain drugs administered to Medical Assistance Program recipients by a physician or other health care provider.

7. The Medical Assistance Program will pay for fee for service drugs dispensed by a pharmacy after the pharmacy or other provider submits a claim for payment to the Medical Assistance Program or the designated claims payment agent of the Medical Assistance Program.

8. The Medical Assistance Program will pay for fee for service drugs administered to a Medical Assistance Program recipient by a physician or other provider following the physician's or other provider's submission of a claim for payment to the Medical Assistance Program or the designated claims payment agent of the Medical Assistance Program. Such a claim may include a charge for the office visit as well as a separate charge for the administered drug.

9. The amount that the Medical Assistance Program pays for drugs on a fee for service basis is governed by various Connecticut laws and regulations governing the Medical Assistance Program and its component programs.

10. Under Conn. Gen. Stat. §17b-280 and Regulations of Connecticut State Agencies §17-134d-81b, the Medical Assistance Program generally reimburses fee for service drugs which are dispensed by a pharmacy to a Medical Assistance Program recipient on the basis of: (a) the "federal acquisition cost/federal upper limit …" ("FAC" or "FUL") or (b) the "estimated acquisition cost" ("EAC") as follows: (1) where there is no FAC or FUL the amount reimbursed is the lowest of the EAC, the usual and customary charge or the amount billed, and (2) where

there is a FAC or FUL the amount reimbursed is the lowest of the FAC or FUL, the EAC, the usual and customary charge or the amount billed.

11. Under Conn. Gen. Stat. §17b-280, and Regulations of Connecticut State Agencies §§17b-262-448(q), 17b-262-462(j), and 17b-262-611(b)(4), the Medical Assistance Program generally reimburses for fee for service drugs that are administered to a Medical Assistance Program recipient by a provider on the basis of the EAC. The EAC is utilized by DSS in promulgating fee schedules for providers that administer drugs.

12. Under Conn. Gen. Stat. §17b-494 and Regulations of Connecticut State Agencies §17b-490 *et seq*. as modified by Regulations of Connecticut State Agencies §17b-262-684 *et seq*., ConnPACE reimburses for fee for service drugs that are dispensed by a pharmacy to a Medical Assistance Program recipient as follows: (1) for the period prior to January 1, 2002 at the "reasonable cost" (defined in Regulations of Connecticut State Agencies §17b-490(c)) of the drug, minus a copayment, with the option of paying the price paid directly by the pharmacy to the manufacturer for the drug, minus a copayment; and, (2) for the period beginning January 1, 2002, the lowest of (a) the EAC minus a copayment, (b) the FUL minus a copayment, (c) the billed amount minus a copayment, or (d) the usual and customary charge minus a copayment.

13. Under Regulations of Connecticut State Agencies §§17-134d-81b(9) and 17b-262-685(12) the EAC is the DSS's "best estimate of the price as related to the *average wholesale price generally and currently paid by providers* for a drug marketed or sold by a particular manufacturer or labeler, as identified by the national drug code (NDC)." (Emphasis added).

14. The Connecticut Medical Assistance Program utilizes "Average Wholesale Price" ("AWP") as a benchmark or reference point to determine the EAC. The term "Average Wholesale Price" is defined by Regulations of Connecticut State Agencies §§17-134d-81b(1), 17b-262-685(2) and 17b-262-685(12). Under these regulatory provisions the Connecticut Medical Assistance Program looks to nationally recognized publications or national drug databases which obtain their pricing information directly from manufacturers when reporting "Average Wholesale Price".

15. In addition, beginning January 1, 2003, pursuant to Conn. Public Act #02-1, § 118 (May 9, 2002 Special Session) and Conn. Public Act #02-7, §104 (May 9, 2002 Special Session) maximum allowable costs have been established for certain generic prescription drugs based upon, but not limited to, actual acquisition costs.

16. Based upon the above requirements, the Connecticut Medical Assistance Program generally pays or has paid pharmacists and certain other providers an EAC as follows, excluding any applicable copayments: (1) for the period prior to October 1, 1995, the AWP of the drug minus 8%, plus a dispensing fee; (2) for the period beginning October 1, 1995, the AWP minus 12%, plus a dispensing fee; and, (3) beginning January 1, 2003, the AWP minus 40%, plus a dispensing fee, for certain generic drugs. Where there is a FUL and the FUL is lower than the EAC, the Connecticut Medical Assistance Program payment is capped by the FUL.

17. Based upon the above requirements, the Connecticut Medical Assistance Program generally pays physicians or other health care providers for certain drugs administered to Medical Assistance Program recipients an EAC as follows: 90.25% of the AWP.

II. THE SCHEME: ARTIFICIALLY INFLATING THE AWP AND OTHER PRICING INFORMATION.

A. The Defendant Misrepresented AWP and Other Pricing Information That Was Utilized By the Medical Assistance Program.

18. Defendant actively gathered and updated information concerning drug reimbursement formulas used by state and federal government health care benefit programs, specifically including the State of Connecticut. At all times relevant to this complaint, the defendant was aware of the methodology used by the Connecticut Medical Assistance Program to reimburse providers for pharmaceuticals.

19. State and federal government health plans, as well as numerous commercial health care third-party payers, use information reported by various commercial price reporting services, including specific information concerning drug prices, in determining the calculation of the reimbursement amount for the covered prescription drug benefit.

20. During times relevant to this complaint the defendant has made or caused to be made, directly or indirectly, explicitly or by implication, representations of the AWPs and other pricing information for its drugs to the various price reporting services, including First Data Bank (f/n/a the *Blue Book*) and Medical Economics, Inc. (the *Red Book*). These price reporting services do not independently determine the defendants' AWPs. Thus, the defendant knew that the AWPs and

other pricing information they provided to the price reporting services were the AWPs and other pricing information that would be reported to state and federal government health care programs. The Connecticut Medical Assistance Program utilizes the reported AWPs and other pricing information which defendants provided to the price reporting services.

B. The Defendant Manipulated the "Spread" Between the Reported AWP and the Actual Average Cost of a Drug.

21. In truth and in fact, the defendant's actual average wholesale prices for certain drugs were considerably lower than the AWPs they reported to the reporting services.

22. The defendant refers to the difference between the reported AWP and the average of the wholesale price based upon a good faith and reasonable estimate utilizing the pricing and transaction information available to the defendant in conducting their ordinary business affairs as the "spread" or, alternatively, "return to practice" or "return on investment."

23. The defendant knowingly and intentionally created a "spread" on its drugs and used the "spread" to increase its market share of these drugs, thereby increasing its own profits. Specifically, the defendant induced health care providers to purchase its pharmaceuticals, rather than those of competitors, by marketing the wider "spread" on the defendant's pharmaceuticals to the providers, knowing that the larger "spreads" would allow the health care providers to receive more money, and make more of a profit, at the expense of the Connecticut Medical Assistance Program.

24. The defendant knowingly and intentionally inflated the prices they each reported as the AWPs for their pharmaceuticals, including those identified in Table 1-1. The defendant knew that

its inflation of prices reported as the AWPs for its pharmaceuticals would cause the Connecticut Medical Assistance Program to pay providers excessive amounts for these pharmaceuticals, which had the effect of causing the Connecticut Medical Assistance Program to unknowingly subsidize defendant's schemes to retain and/or increase its market share.

25. The inflated AWPs of the defendant greatly exceeded the average of the wholesale price based upon a good faith and reasonable estimate utilizing the pricing and transaction information available to the defendant in conducting its ordinary business affairs. Thus the defendant's AWPs for these drugs bears no relation to any purchase price at which a provider is able to procure these drugs. Moreover, the defendant's AWPs bear no relation to the "average wholesale price" as that term is defined in Regulations of Connecticut State Agencies §§17-134d-81b(1), 17b-262-685(2) and 17b-262-685(12).

26. Table 2-1 attached to this complaint provides illustrative examples of the inflated AWPs of the defendant and the impact of those AWPs on the "spread."

27. At the same time that the defendant was inflating its reported AWPs used by the Connecticut Medical Assistance Program it was lowering the prices it charged to health care providers for their pharmaceuticals, thus creating increasingly dramatic "spreads" to sell more of its drugs, and/or increasing its spreads to be larger than the spreads of its competitors in order to retain or increase its market share.

28. Upon information and belief, in addition to manipulating its reported AWPs and other pricing information, the defendant used free goods, "educational grants" and other incentives to

induce health care providers to use its pharmaceuticals, all of which lowered the actual prices of the pharmaceuticals and created even wider "spreads."

III. VIOLATIONS OF CONNECTICUT UNFAIR TRADE PRACTICES ACT ("CUTPA").

29. In the course of the aforementioned trade or commerce, from and including January 1, 1993, the defendant has made or caused to be made, directly or indirectly, explicitly or by implication, representations of the AWPs of its pharmaceuticals to various reporting services including First Data Bank (f/n/a the *Blue Book*) and/or Medical Economics, Inc. (the *Red Book*).

30. In truth and in fact, the AWPs provided to these reporting services were false as they did not represent true average wholesale prices in that:

(a) the actual average wholesale prices paid by pharmacies, physicians and other health care providers were significantly lower than those which were reported, and/or

(b) the reported AWPs did not include offsets to the actual sales prices of specified pharmaceuticals, such as discounts, rebates, off-invoice pricing, free goods, cash payments, chargebacks, and/or other financial incentives which further lowered the actual average wholesale prices of these pharmaceuticals.

31. The defendant made the foregoing misrepresentations with the knowledge and/or intent that the Connecticut Medical Assistance Program would use the reported AWPs in its reimbursement methodology, resulting in pharmacies, physicians and other health care providers being reimbursed at higher rates and therefore, increasing the "spread" on the defendant's pharmaceuticals.

32. The defendant marketed this artificially created "spread" as a financial benefit to health care providers in order to influence the providers to administer and/or purchase its pharmaceutical products.

33. As a direct result of the defendant's misrepresentations, the Connecticut Medical Assistance Program has been injured by having to pay grossly excessive amounts for the defendant's pharmaceuticals on a fee for service basis.

34. The defendant's misrepresentations, as alleged herein, have been and are material, false, and likely to mislead and, therefore, constitute deceptive acts or practices in violation of Conn. Gen. Stat. §42-110b(a).

SECOND COUNT

1. – 34. Paragraphs 1 through 34 of the First Count are hereby made paragraphs 1 through 34 of the Second Count as if fully set forth.

35. Defendant has violated Conn. Gen. Stat. §42-110b(a) willfully.

THIRD COUNT

1. – 33. Paragraphs 1 through 33 of the First Count are hereby made paragraphs 1 through 33 of the Third Count as if fully set forth.

34. Defendant's course of wrongful conduct is immoral, unethical, oppressive, unscrupulous and causes substantial injury.

35. Defendant's course of wrongful conduct alleged herein violates the public policy of the State of Connecticut which prohibits the offering or the payment of cash or a benefit to influence

the purchase of goods or services for which reimbursement is claimed from a state or federal agency, as embodied in Conn. Gen. Stat. §53a-161d.

36. The defendant's acts and practices, as alleged herein, constitute unfair acts or practices in violation of Conn. Gen. Stat. §42-110b(a).

FOURTH COUNT

1. – 36. Paragraphs 1 through 36 of the Third Count are hereby made paragraphs 1 through 36 of the Fourth Count as if fully set forth.

37. Defendant has violated Conn. Gen. Stat. §42-110b(a) willfully.

FIFTH COUNT

1. - 10. Paragraphs 1 through 10 of the First Count are hereby made paragraphs 1 through 10 of the Fifth Count as if fully set forth.

I. REIMBURSEMENT FOR PRESCRIPTION DRUGS FOR CONSUMERS UNDER MEDICARE.

11. The federal Medicare program pays for a portion of the cost of a limited number of prescription drugs.

12. Medicare is a health benefit program created by federal law for individuals who are 65 and older or who are disabled. 42 U.S.C. §§1395, *et seq*. Medicare is divided into two primary components: Medicare Part A and Medicare Part B.

13. Medicare Part A is funded primarily by a federal payroll tax, premiums paid by Medicare beneficiaries and appropriations from Congress. Medicare Part A generally pays for inpatient services for eligible beneficiaries in hospital, hospice and skilled nursing facilities, as well as some

home healthcare services. 42 U.S.C. §§1395e — 42 U.S.C. §§1395i-5. Prescription drugs are covered under Medicare Part A only if they are administered on an inpatient basis in a hospital or similar setting.

14. Medicare Part B is optional to beneficiaries and covers some healthcare benefits not provided by Medicare Part A. Medicare Part B is funded by appropriations from Congress and premiums paid by Medicare beneficiaries who choose to participate in the program. 42 U.S.C. §§1395j — 42 U.S.C. §§1395w-4. Medicare Part B pays for some types of prescription drugs that are not administered in a hospital setting. These typically include drugs administered by a physician or other provider in an outpatient setting, some orally administered anti-cancer drugs and anti-emetics (drugs which control the side effects caused by chemotherapy), and drugs administered through durable medical equipment such as a nebulizer. 42 U.S.C. §1395k(a); 42 U.S.C. §1395x(s)(2); 42 C.F.R. §405.517.

15. The drugs listed in Table 3-1 are drugs that may be covered by Medicare Part B.

16. Medicare generally uses the "average wholesale price" ("AWP") in determining the amount that a provider will be paid for a drug. The adjusted cost that Medicare will allow for drugs others than multi-source drugs is the lower of the actual charge or 95% of the AWP for the drug. For multi-source drugs the adjusted cost that Medicare will allow is "the lesser of the median average wholesale price for all sources of the generic form of the drug … or the lowest average wholesale price of the brand name forms of the drug…" 42 CFR §405.517(c). Prior to November 1998 the adjusted cost that Medicare allowed for drugs other than multi-source drugs

was the lower of the estimated acquisition cost or the average wholesale price. Prior to November 1998 for multi-source drugs the adjusted cost that Medicare allowed was the lower or the estimated acquisition cost or the wholesale price that was "the median price from all sources of the generic form of the drug." 56 Federal Register 59621 (November 25, 1991). Medicare will pay 80% of this adjusted cost and the Medicare beneficiary is responsible for the remaining 20% as a copayment. 42 U.S.C. §1395l(a); 42 U.S.C. §1395u(o). If the Medicare beneficiary is also a CT Medicaid recipient, then the 20% copayment is actually paid for by DSS.

II. THE SCHEME: ARTIFICIALLY INFLATING THE AWP AND OTHER PRICING INFORMATION.

A. The Defendant Misrepresented Pricing Information That Was Utilized To Pay To Determine Reimbursement For Drugs Provided To Connecticut Consumers Who Were Medicare Beneficiaries.

17. Defendant actively gathered and updated information concerning drug reimbursement formulas used by state and federal government health care benefit programs, specifically including Medicare. At all times relevant to this complaint, the defendant was aware of the methodology used by Medicare to reimburse providers for pharmaceuticals.

18. State and federal government health plans, as well as numerous commercial health care third-party payers, use information reported by various commercial price reporting services, including specific information concerning drug prices, in determining the calculation of the reimbursement amount for the covered prescription drug benefit.

19. During times relevant to this complaint the defendant has made or caused to be made, directly or indirectly, explicitly or by implication, representations of the AWPs and other pricing

information for its drugs to the various price reporting services, including First Data Bank (f/n/a the *Blue Book*) and Medical Economics, Inc. (the *Red Book*). These price reporting services do not independently determine the defendants' AWPs. Thus, the defendant knew that the AWPs and other pricing information it provided to the price reporting services were the AWPs and other pricing information that would be reported to state and federal government health care programs. Medicare utilizes the reported AWPs and other pricing information which defendant provided to the price reporting services.

B. The Defendant Manipulated the "Spread" Between the Reported AWP and the Actual Average Cost of a Drug.

20. In truth and in fact, the defendant's actual average wholesale prices for certain drugs were considerably lower than the AWPs it reported to the reporting services.

21. The defendant refers to the difference between the reported AWP and the average of the wholesale price based upon a good faith and reasonable estimate utilizing the pricing and transaction information available to the defendant in conducting their ordinary business affairs as the "spread" or, alternatively, "return to practice" or "return on investment."

22. The defendant knowingly and intentionally created a "spread" on its drugs and used the "spread" to increase its market share of these drugs, thereby increasing its own profits. Specifically, the defendant induced health care providers to purchase its pharmaceuticals, rather than those of competitors, by marketing the wider "spread" on the defendant's pharmaceuticals to the providers, knowing that the larger "spreads" would allow the health care providers to receive

more money, and make more of a profit, at the expense of Medicare and CT Medicare beneficiaries.

23. The defendant knowingly and intentionally inflated the prices it reported as the AWPs for its pharmaceuticals, including those identified in Table 3-1. The defendant knew that its inflation of prices reported as the AWPs for its pharmaceuticals would cause Medicare and CT Medicare beneficiaries to pay providers excessive amounts for these pharmaceuticals, which had the effect of causing Medicare and CT Medicare beneficiaries to unknowingly subsidize defendant's schemes to retain and/or increase its market share.

24. The inflated AWPs of the defendant greatly exceeded the average of the wholesale price based upon a good faith and reasonable estimate utilizing the pricing and transaction information available to the defendant in conducting its ordinary business affairs. Thus the defendant's AWPs for these drugs bears no relation to any purchase price at which a provider is able to procure these drugs.

25. Table 4-1 attached to this complaint provides illustrative examples of the inflated AWPs of the defendant and the impact of those AWPs on the "spread."

26. At the same time that the defendant was inflating its reported AWPs used by Medicare it was lowering the prices it charged to health care providers for its pharmaceuticals, thus creating increasingly dramatic "spreads" to sell more of its drugs, and/or increasing its spreads to be larger than the spreads of its competitors in order to retain or increase its market share.

27. Upon information and belief, in addition to manipulating its reported AWPs and other pricing information, the defendant used free goods, "educational grants" and other incentives to induce health care providers to use its pharmaceuticals, all of which lowered the actual prices of the pharmaceuticals and created even wider "spreads."

III. VIOLATIONS OF CONNECTICUT UNFAIR TRADE PRACTICES ACT ("CUTPA").

28. In the course of the aforementioned trade or commerce, from and including January 1, 1993, the defendant has made or caused to be made, directly or indirectly, explicitly or by implication, representations of the AWPs of its pharmaceuticals to various reporting services including First Data Bank (f/n/a the *Blue Book*) and/or Medical Economics, Inc. (the *Red Book*).

29. In truth and in fact, the AWPs provided to these reporting services were false as they did not represent true average wholesale prices in that:

(a) the actual average wholesale prices paid by pharmacies, physicians and other health care providers were significantly lower than those which were reported, and/or

(b) the reported AWPs did not include offsets to the actual sales prices of specified pharmaceuticals, such as discounts, rebates, off-invoice pricing, free goods, cash payments, chargebacks, and/or other financial incentives which further lowered the actual average wholesale prices of these pharmaceuticals.

30. The defendant made the foregoing misrepresentations with the knowledge and/or intent that Medicare would use the reported AWPs in its reimbursement methodology, resulting in

pharmacies, physicians and other health care providers being reimbursed at higher rates and therefore, increasing the "spread" on the defendant's pharmaceuticals.

31. The defendant marketed this artificially created "spread" as a financial benefit to health care providers in order to influence the providers to administer and/or purchase its pharmaceutical products.

32. As a direct result of the defendant's misrepresentations, Medicare and CT Medicare beneficiaries have been injured by having to pay grossly excessive amounts for the defendant's pharmaceuticals, including CT Medicare beneficiaries in some instances paying a deductible for a drug that was greater than the actual cost of the drug.

33. The defendant's misrepresentations, as alleged herein, have been and are material, false, and likely to mislead and, therefore, constitute deceptive acts or practices in violation of Conn. Gen. Stat. §42-110b(a).

SIXTH COUNT

1. – 33. Paragraphs 1 through 33 of the Fifth Count are hereby made paragraphs 1 through 33 of the Sixth Count as if fully set forth.

34. Defendant has violated Conn. Gen. Stat. §42-110b(a) willfully.

SEVENTH COUNT

1. – 32. Paragraphs 1 through 32 of the Fifth Count are hereby made paragraphs 1 through 32 of the Seventh Count as if fully set forth.

33. Defendant's course of wrongful conduct is immoral, unethical, oppressive, unscrupulous and has caused substantial injury.

34. Defendant's course of wrongful conduct alleged herein violates the public policy of the State of Connecticut which prohibits the offering or the payment of cash or a benefit to influence the purchase of goods or services for which reimbursement is claimed from a state or federal agency, as embodied in Conn. Gen. Stat. §53a-161d.

35. The defendant's acts and practices, as alleged herein, constitute unfair acts or practices in violation of Conn. Gen. Stat. §42-110b(a).

EIGHTH COUNT

1. – 35. Paragraphs 1 through 35 of the Seventh Count are hereby made paragraphs 1 through 35 of the Eighth Count as if fully set forth.

36. Defendant has violated Conn. Gen. Stat. §42-110b(a) willfully.

DEMAND FOR RELIEF

WHEREFORE, pursuant to Conn. Gen. Stat. §§42-110m, 42-110o, the State of Connecticut requests the following relief:

1. A finding that the defendant has engaged in trade or commerce;

2. A finding that the defendant has engaged in unfair or deceptive acts or practices in the course of trade or commerce which constitute violations of the Connecticut Unfair Trade Practices Act;

3. An order preliminarily and permanently enjoining the defendant from the use of acts or practices that violate the Connecticut Unfair Trade Practices Act, including, but not limited to, the unlawful acts and practices pleaded in this Complaint;

4. An order preliminarily and permanently enjoining the defendant to take whatever actions are necessary to abate the use of acts or practices that violate the Connecticut Unfair Trace Practices Act, including, but not limited to, the unlawful acts and practices pleaded in this Complaint;

5. An order requiring the defendant to pay restitution to the State of Connecticut and to each and every person or entity of any sort that made payments for drugs that were excessive as a result of the acts or practices that violate the Connecticut Unfair Trade Practices Act, as alleged herein;

6. An order requiring the defendant to submit to an accounting;

7. An order requiring the defendant to pay a civil penalty in an amount not to exceed $5000 per violation for each willful violation of the Connecticut Unfair Trade Practices Act;

8. An order requiring the defendant to pay the costs for the investigation and prosecution of this action, including reasonable attorneys' fees;

9. Such other relief as is just and equitable to effectuate the purposes of this action.

Dated at Hartford, Connecticut, this 12th day of March, 2003.

PLAINTIFF
STATE OF CONNECTICUT

BY: RICHARD BLUMENTHAL
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TABLE 1-1

AVENTIS PHARMACEUTICALS, INC.

DRUG	DOSAGE	NDC#
ANZEMET	100 MG	00088-1203-05
ANZEMET	50 MG	00088-1202-05
ANZEMET	100 MG/ 5 ML	00088-1206-32
ANZEMET	100 MG	00088-1203-29
ANZEMET	50 MG	00088-1202-29
ANZEMET	12.5 / 625 MG	00088-1208-65
LOVENOX	100 MG/ML	00075-0623-00
LOVENOX	30 MG/.3	00075-0624-30
LOVENOX	30 MG/.3	00075-0624-03
LOVENOX	40 MG/.4	00075-0620-40
LOVENOX	60 MG/.6	00075-0621-60
LOVENOX	80 MG.8	00075-0622-80
TAXOTERE	20 MG/2	00075-8001-20
TAXOTERE	80 MG/8	00075-8001-80

TABLE 2-1

AVENTIS PHARMACEUTICALS, INC.

DRUG	NDC #	YEAR	AWP	ACTUAL	SPREAD	CT % OVERCHARGE
Anzemet	00088-1208-65	2000	$166.50	$90.45	$76.05	62%
Anzemet	00088-1203-05	2000	$366.50	$240.16	$126.34	34%
Lovenox	00075-0622-80	2001,2002	$514.33	$336.29	$178.04	35%
Lovenox	00075-0623-00	2001,2002	$642.91	$420.36	$222.55	24%

TABLE 3-1

AVENTIS PHARMACEUTICALS, INC.

DRUG	DOSAGE	J CODE
ANZEMET (Dolasetron Mesylate)	1 MG	J1260
TAXOTERE(docetaxel)	20 MG	J9170
LOVENOX (enoxaparin)	30 MG	J1650

TABLE 4-1

AVENTIS PHARMACEUTICALS, INC.

Drug Name						
Anzemet **Dolasetron Mesylate / J Code - J1260**						
	Approximate Provider Cost **(Column A)**	**Medicare Reimbursement** **(Column B)**	**Medicare Reimbursement Based on Approximate Provider Cost of $114.00** **(Column C)**	**"Spread" Retained By Provider** **(Column D)**	**CT Consumer Overcharge in Dollars** **(Column B-C)**	**CT Consumer Percentage Overcharge** **(Column B/C)**
Cost per 100 mg (20mg/5ml)	**$57.00**	**$164.50**				
Cost of typical monthly usage*- (100 mg. per treatment/ 2 treatments)	**$114.00**	**$329.00**		**$215.00**		
Medicare share 80%		**$263.20**	**$91.20**			
CT Consumer share 20%		**$65.80**	**$22.80**		**$43.00**	**289%**
*= Typical monthly usage based on a pre and post treatment regimen						