

ATTORNEY GENERAL OF THE STATE OF NEW YORK
HEALTH CARE BUREAU

In the Matter of

**Investigation by BARBARA D. UNDERWOOD,
Attorney General of the State of New York, of**

Assurance No. 17-197

Pfizer Inc,

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York's Health Care Bureau ("OAG") commenced an investigation pursuant to Executive Law § 63(12) and General Business Law §§ 349 and 350 into the business practices of Pfizer Inc ("Pfizer") relating to the marketing of certain drug copayment coupons. This Assurance of Discontinuance ("Assurance") contains the findings of the OAG's investigation and the relief agreed to by the OAG and Pfizer (collectively, the "Parties").

I. BACKGROUND

1. Pharmaceutical manufacturers offer drug copayment coupons ("Copayment Coupons" or "Coupons") to assist consumers with paying copays or deductibles associated with purchasing brand-name drugs. Often, the Copayment Coupons are associated with brand-name drugs for which therapeutic equivalents are available at a lower price.¹ Or, the pharmaceutical manufacturer offers the Copayment Coupons where another brand-name drug is available.²

¹ According to one research study conducted in 2013, 62% of drug coupons were for drugs for which lower-cost generics were available. See Joseph Ross & Aaron Kesselheim, *Prescription-Drug Coupons - No Such Thing as a Free Lunch*, New Eng. J. Med. (Sept. 26, 2013), <http://www.nejm.org/doi/full/10.1056/NEJMp1301993#t=article>.

² Leemore Dafny, et al., Abstract, *When Discounts Raise Costs: The Effect of Copay Coupons on Generic Utilization* (Nat'l Bureau Econ. Research, Working Paper No. 22745, 2016),

2. Because drug Copayment Coupons can reduce consumers' out-of-pocket costs, they are attractive to consumers who struggle with high copayments and deductibles set by health insurance plans. However, as most are time-limited, Copayment Coupons do not typically provide more than short-term discounts. One study found that "few [Coupons] offered savings for more than one year."³

3. Once consumers exhaust the time-limited use of their Copayment Coupons, they are left to forgo the medication entirely, switch to a lower cost alternative, pay the higher copay for the brand-name drug, or pay for the brand-name drug in full if a deductible has not been met.⁴

II. OAG FINDINGS

4. Pfizer is a biopharmaceutical company with its principal office located at 235 East 42nd Street, New York, New York 10017.

5. Among its many products, Pfizer sells Estring (which treats moderate to severe symptoms of vulvar and vaginal atrophy due to menopause by releasing local estrogen therapy via a vaginal ring); Quillivant XR and Quillichew ER⁵ (which treat attention deficit hyperactivity disorder via a liquid formulation and chewable tablet, respectively) (Quillivant XR and Quillichew ER are referred to collectively herein as "Quillivant"); and Flector Patch (a prescription NSAID patch which treats acute pain due to minor strains, sprains, and bruises).

http://www.hbs.edu/faculty/Publication%20Files/DafnyOdySchmitt_CopayCoupons_32601e45-849b-4280-9992-2c3e03bc8cc4.pdf.

³ Id.

⁴ See Jayne O'Donnell, *Drug makers use co-pay coupons to help mask their rising drug prices*, USA TODAY (May 3, 2017, 8:06 AM), <https://www.usatoday.com/story/news/politics/2017/05/03/some-prices-soar-drug-makers-increasingly-cover-co-pays/101167762/>.

⁵ Tris Pharma, Inc. acquired Quillivant XR and Quillichew ER in September 2018.

6. From at least 2014 to 2017, Pfizer made Copayment Coupons for Estring, Quillivant, and Flector Patch available to New York consumers. Many of those Copayment Coupons set forth that eligible consumers who are commercially-insured would "PAY NO MORE THAN" certain amounts out-of-pocket, subject to certain "terms and conditions." Pfizer's Coupons are not valid for prescriptions that are eligible to be reimbursed, in whole or in part, by Medicaid, Medicare, Tricare, or other federal or state healthcare programs.

7. In general, New York consumers may access Pfizer's Copayment Coupons in two ways. First, they can download and print paper coupons from consumer websites that Pfizer maintains (hereafter, "Internet Coupons"). Second, these consumers may receive wallet-size plastic coupon cards from their health care providers (hereafter, "Plastic Coupons"). Whether the consumer receives his or her Copayment Coupon over the Internet (more common) or from a doctor (less common), each advertises the same offer.

8. From at least 2014 to 2017, Pfizer distributed to New York consumers Plastic Coupons for Estring, Quillivant, and Flector Patch that displayed in large, bold print "PAY NO MORE THAN [\$X]" (for example, "PAY NO MORE THAN \$15" in the case of Estring) when in fact, certain terms and conditions apply that may result in higher out of pocket costs than the amount boldly stated on the face of the Plastic Coupons. Example images of these Plastic Coupons are attached hereto as Exhibits A1-A4 and shown below:

PAY NO MORE THAN \$15
 for your **ESTRING** estradiol vaginal ring
 prescription.* Valid for up to 4
 prescription fills.

* I agree to the terms and conditions received with this co-pay card.
 Save this card to reuse for your next prescription. This card is not
 health insurance.

For any questions call Customer Service
 at 1-800-431-1181.

Please see enclosed full Prescribing and
 Patient Information, including boxed warning.

Offer expires December 31, 2014.



PAY NO MORE THAN \$20*

ON EACH PRESCRIPTION

*Terms and Conditions apply. See accompanying PDF Terms and Conditions.
 I agree to the Terms and Conditions associated with this card.

Ovaltiant XR[®]

oxybutyrate HCl

CO-PAY CARD

This card is not health insurance. Offer expires December 31, 2014.
 This card is accepted only at participating pharmacies.

Name

Address

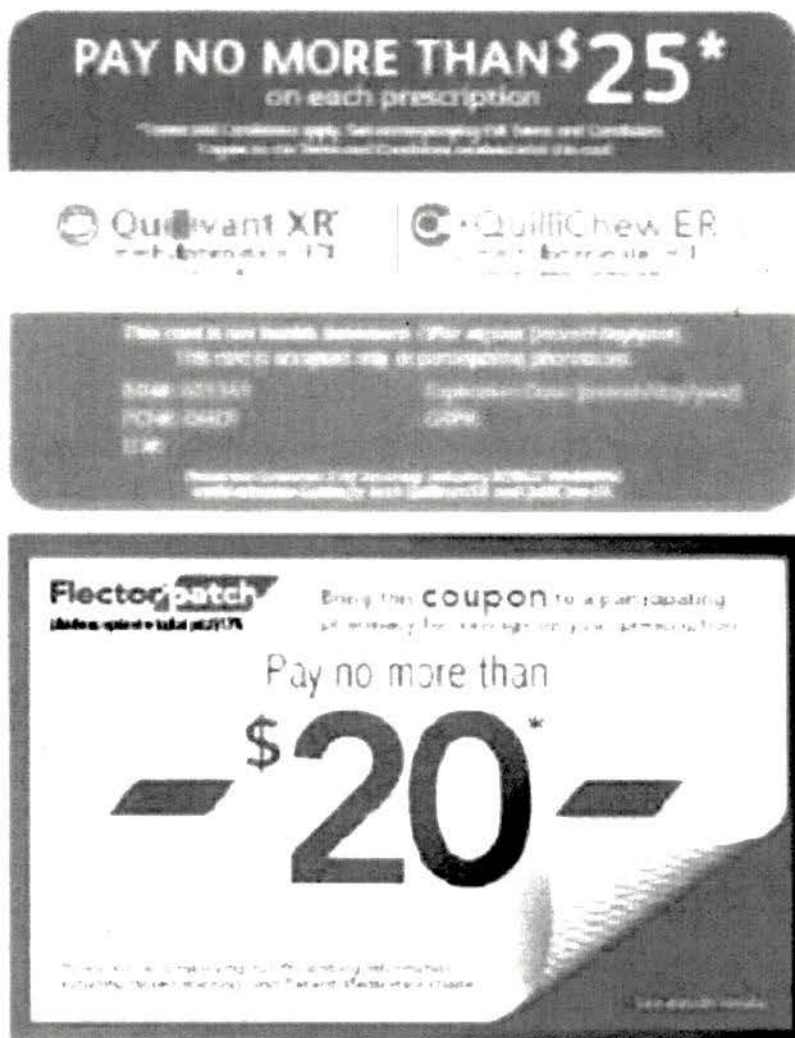
City

State

ZIP

Customer ID# 123456789

NOTE: BAXTER



9. The Estring Plastic Coupon that was available to New York consumers in 2015 and 2016 was substantially similar to the Coupon shown above. In 2017, the Plastic Coupon that was available to New York consumers was redesigned to emphasize the Estring logo and the words "Your Estring Co-pay Card." The words "Pay no more than \$15" appear in the next largest font, and the "\$15" is in bold. See 2017 Image of Estring Plastic Coupon, attached hereto as Exhibit A5.

10. After the OAG commenced its investigation, Pfizer began changing the text of the Estring, Quillivant, and Flector Patch Coupons to explain that patients could “pay as little as” a listed amount, a process Pfizer had completed as of early 2018.

11. In general, the Internet Coupons for Estring, Quillivant, and Flector Patch included images of the front and back of the relevant Plastic Coupon but also contained additional text, such as safety information and indications, prescribing information, and additional terms and conditions, below the images. In the additional text, these Internet Coupons disclosed the possibility that some consumers may pay more than \$15, \$20, or \$25 out-of-pocket. *See Images of Internet Coupons attached hereto as Exhibits B1-B5.*

12. The OAG initiated an inquiry into Pfizer’s marketing of its Copayment Coupons to New York consumers following the receipt of a complaint from a consumer who obtained an Estring Plastic Coupon. The Plastic Coupon included the “PAY NO MORE THAN \$15” banner at the top and smaller text on the front of the Coupon stating “Terms and conditions apply. Please see accompanying brochure.” When the consumer presented the coupon at the pharmacy register, the pharmacy employee informed her that she had to pay \$144.62, not \$15.

13. The consumer further claimed the pharmacy employee explained that her prescription cost approximately \$250 and that the Plastic Coupon pays only up to \$100 of the consumer’s cost for the drug. The consumer would therefore be responsible for the balance of \$144.62.

14. Upon contacting Pfizer to request a refund for the amount paid above \$15, Pfizer informed the OAG that the pharmacy properly adjudicated the claim and refused initially to issue a refund.⁶

⁶ Following the intervention of the OAG’s Helpline staff, Pfizer initially (by letter dated February 23, 2017) rejected a request for a refund of amounts paid by the consumer over \$15. Pfizer later revised its position in writing on July

A. PFIZER'S COPAYMENT COUPONS

15. Pfizer's Plastic Coupons for Estring, Quillivant, and Flector Patch that were made available to New York consumers featured the "PAY NO MORE THAN [\$15 for Estring; \$20 or \$25 for Quillivant; and \$20 for Flector Patch]" language in bold and prominent typeface and in a relatively smaller typeface indicated that "terms and conditions" apply. *See Exhibits A1-A4.*

16. As noted, images of these Plastic Coupons appear at the top of most of the Internet Coupons for Estring, Quillivant, and Flector Patch, but these Internet Coupons include additional text disclosing the possibility that some consumers may pay more than \$15, \$20, or \$25 out-of-pocket. *See Exhibits B1-B4.*

17. The Plastic Coupons that were made available to New York consumers include "terms and conditions," which are either noted on the back of the Coupons (as in the case of Flector Patch) or set forth in an accompanying brochure (as in the case of Estring and Quillivant).

18. The same "terms and conditions" applied to the Internet Coupons. At all times between 2014 and 2017, the full terms and conditions for the Estring Internet Coupon appeared on the second printed page of the Internet Coupon. At all times between 2014 and 2017, the terms and conditions for the Quillivant and Flector Patch Internet Coupons were set forth on the first page of the Coupons below the image of the Plastic Coupon.

19. Wherever located, the full terms and conditions are set forth in print smaller than the banner "PAY NO MORE THAN..." language on the front of each Plastic Coupon that was made available to New York consumers. Moreover, the terms and conditions indicate that total savings are limited to \$100 for Estring, \$100 or \$140 for Quillivant, and \$60 for Flector Patch,

5, 2017, and issued a refund check to the consumer for \$129.62 (the \$144.62 she paid minus the \$15 she expected to pay).

regardless of whether the savings amount would result in a consumer paying “no more than” the amount featured on the front of the Plastic Coupon.

20. For example, in the brochure accompanying the Estring Plastic Coupon that was made available to New York consumers in 2015 and 2016, the terms and conditions are found in small print on the fifth page of the brochure and state: “[b]y using this card patients will pay only \$15 per prescription. Savings are limited to \$100 for each of 4 uses.” The relevant 2017 Estring accompanying materials that were made available to New York consumers comprise two pages. The plastic coupon is attached on page 1. Above the card, it states, “You may be eligible for SAVINGS ON ESTRING*.” Below the card, the brochure states, “[f]or each 90-day ring, you could pay no more than \$15* for each of your next 4 Estring prescriptions.” The full terms and conditions appear on the second page and state “[b]y using this card patients will pay only \$15 per prescription. Savings are limited to \$100 for each of 4 uses.” Thus, to purchase Estring, which, according to certain publicly available sources, has a retail price that can exceed \$450,⁷ a New York consumer may be required to pay more than the \$15 amount indicated on the Coupon, depending on the deductibles and copayment amounts set by her health insurance plan.

21. Additionally, Pfizer approved a “Welcome to the Estring...Co-pay Card program” letter, which New York consumers may have received after signing up for an Estring Copayment Coupon in 2015 and 2016. The letter stated “[t]he co-pay card will ensure that you pay no more than \$15 for ESTRING.... **Please see reverse for applicable terms and conditions.**” The terms and conditions on the “reverse” of the letter indicated that “[b]y using the Card, patients will pay only \$15 per prescription. Savings are limited to \$100 for each of 4 uses.”

⁷ See, e.g., *Estring*, Good Rx.com, <https://www.goodrx.com/estring?drug-name=estring> (lasted visited Apr. 6. 2018).

22. While these “terms and conditions” are aimed at consumers, clear instructions “to the pharmacists” are set forth on the back of the Estring and Quillivant Plastic Coupons, images of which are also printed on most Internet Coupons. The instructions for pharmacists 1) set forth the limit that Pfizer will pay the pharmacy and 2) state that the amount on the front of the Coupon represents the minimum—not maximum—amount patients will pay for the drug.

23. For example, the backs of the 2014-16 Estring Plastic Coupons that were made available to New York consumers include the following information “[t]o the Pharmacist:” “Patients will pay a minimum of \$15 per prescription. Savings are limited to \$100 for each of 4 uses.” The 2017 Estring Plastic and Internet Coupons contain instructions “[t]o the Pharmacist” that state: “The patient will pay no more than \$15 if their out-of-pocket cost is \$115 or less. The patient will save \$100 if their out-of-pocket cost is more than \$115.” The 2017 Estring Plastic and Internet Coupons do not contain any similar instructions explicitly addressed “[t]o the Patient.”

24. Similarly, the backs of the 2014-16 Quillivant Plastic Coupons that were made available to New York consumers explain to “Pharmacists for Patients with an Eligible Third Party: [...] Patients will pay a minimum of \$20 and receive savings of up to \$200 per refill.” While in its instructions to pharmacists Pfizer indicates the limits of the offer available to consumers, there is nothing on any of the Plastic Coupons that were made available to New York consumers directed “to the patient” apart from the “PAY NO MORE THAN \$15” and “Terms and Conditions apply. See accompanying full Terms and Conditions. I agree to the Terms and Conditions received with this card.”

B. THOUSANDS OF NEW YORK CONSUMERS “PAID MORE THAN” THE AMOUNTS LISTED ON PFIZER’S COPAYMENT COUPONS

25. Consumers frequently paid significantly more than the “PAY NO MORE THAN” amount that appeared on the relevant Pfizer Copayment Coupons.

26. For all three Pfizer brands, information provided to the OAG suggests the percentage of claims in which New York consumers paid more than the amount indicated on the Copayment Coupons generally increased over time.

27. In the case of New York consumers using the Estring Copayment Coupons, in 2015, according to information provided to the OAG, approximately a third of these consumers paid more than \$15; these consumers on average paid approximately \$100 in excess of the \$15 represented on the Copayment Coupon. In 2016 and 2017, approximately half of New York consumers using the Estring Copayment Coupon paid more than \$15; these consumers on average paid over \$100 in excess of the \$15 represented on the Copayment Coupon.

28. In the case of New York consumers using the Quillivant Copayment Coupons, in 2015, approximately 17% of these consumers paid more than \$20; these consumers on average paid approximately \$40 in excess of the \$20 represented on the Copayment Coupon. In 2016, approximately a quarter of New York consumers using the Quillivant Copayment Coupon paid more than the amount indicated on the Coupon; these consumers on average paid approximately \$80 in excess of the amount represented on the Copayment Coupon. In 2017, approximately a quarter of all New York consumers using the Quillivant Copayment Coupon paid more than the amount indicated on the Coupon; these consumers on average paid over \$100 in excess of the amount represented on the Copayment Coupon.

29. In the case of New York consumers using the Flector Patch Copayment Coupons, in 2015, over a third of these consumers paid more than \$20; these consumers on average paid approximately \$110 in excess of the amount represented on the Copayment Coupon. In 2016, over a third of New York consumers using the Flector Patch Copayment Coupon paid more than the amount indicated on the Coupon; these consumers on average paid approximately \$140 in excess of the amount represented on the Copayment Coupon. In 2017, over forty percent of New York consumers using the Flector Patch Copayment Coupons paid more than the amount indicated on

the Coupon; these consumers on average paid approximately \$130 in excess of the amount represented on the Copayment Coupon.

III. RELEVANT LAWS

30. The New York Executive Law prohibits “repeated fraudulent or illegal acts” in the conduct of any business, trade, or commerce, and allows the OAG to institute a special proceeding for restitution, damages, and/or injunctive relief against any party that has committed such acts. N.Y. Exec. Law § 63(12).

31. The New York General Business Law (“GBL”) prohibits “deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service” in New York State, as well as “false advertising in the conduct of any business,” and authorizes the OAG to enjoin any such practices. GBL §§ 349; 350. This encompasses not only labeling statements, but also, “the extent to which advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates.” GBL § 350-a(1).

32. The OAG finds that prominent language indicating that consumers will “PAY NO MORE THAN” a certain amount misleads consumers to believe that their out-of-pocket prescription costs are limited to the listed amounts and that the misleading and deceptive statements on the Copayment Coupons constitute repeated violations of Executive Law § 63(12) and General Business Law §§ 349 and 350.

NOW, WHEREAS, Pfizer admits the OAG’s findings in Paragraphs 4-24 above; and

WHEREAS, Pfizer neither admits nor denies the remainder of OAG’s findings in this Assurance; and

WHEREAS, the OAG is willing to accept the terms of this Assurance under Executive Law § 63(15) and to discontinue this investigation; and

WHEREAS, the parties each believe that the obligations imposed by this Assurance are prudent and appropriate; and

WHEREAS, the OAG has determined that this Assurance is in the public interest.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the parties that:

IV. PROSPECTIVE RELIEF

Advertising and Marketing Practices

33. Pfizer's advertising, marketing and business practices concerning Copayment Coupons shall comply fully with General Business Law § 350, Executive Law § 63(12), and all other applicable laws.

34. Pfizer shall, as of the Effective Date, cease disseminating any printed materials, including Copayment Coupons themselves, which include the "PAY NO MORE THAN" language where the terms and conditions reveal that some consumers may actually pay more than the stated amount.

35. Pfizer shall disclose in its marketing materials, online and in print, clearly and conspicuously⁸:

- a. The maximum savings associated with its Copayment Coupons. Such disclosures shall be made contemporaneously with the claim that they are intended to qualify; and
- b. A toll-free number for customer service regarding the offer, eligibility requirements, and terms and conditions associated with Pfizer's Copayment Coupons.

⁸ For purposes of this Assurance, "clearly and conspicuously" or "clear and conspicuous" means that the statement, representation or term being disclosed is of such size, color, contrast and/or audibility and is presented so as to be readily noticed and understood by the consumer to whom it is disclosed. In addition to the foregoing, with regard to

- c. For three (3) years from the Effective Date, Pfizer shall provide to the OAG any revised or newly designed guidelines concerning Pfizer's disclosure of the maximum savings associated with each of its Copayment Coupons in the State of New York before implementation. After receiving authorization to implement the guidelines from the OAG, Pfizer may distribute such guidelines to all affiliates and agents who are engaged in the design, marketing, and management of its Copayment Coupons. Authorization to implement the guidelines is not an approval or endorsement of any of the Pfizer Copayment Coupons subsequently designed and marketed, and Pfizer shall make no representation to the contrary.

Complaint System

36. Within ninety (90) days of the Effective Date, Pfizer shall ensure there are complaint systems in place, to be implemented either by Pfizer or its vendors, to track by consumer, date, and category: (i) all disputes and complaints that relate to the subject matter of this Assurance; and (ii) how such disputes and complaints were handled/resolved (the "Complaint System").

interactive media, the disclosure shall also be unavoidable (i.e., no click-through required to access it), and shall be presented prior to the consumer incurring any financial obligation.

V. RESTITUTION

37. OAG will provide to Pfizer a list containing the names of New York consumers who first utilized the relevant Coupons within three (3) years of September 21, 2018 and the restitution amount each is owed (the "Restitution List").

38. Within sixty (60) days of the date on which the OAG provides the Restitution List, Pfizer will send full restitution to any New York consumer who, upon first-time use of a Copayment Coupon for Estring, Quillivant, or Flector Patch stating the consumer would "PAY NO MORE THAN" amounts indicated on the Copayment Coupons, in fact paid more than the stated amounts. Restitution will be sent to New York consumers who first utilized the relevant Coupons within three (3) years of September 21, 2018.

39. Within ninety (90) days of the date on which the OAG provides the Restitution Data, Pfizer will submit a report to the OAG providing a full accounting of all restitution paid to New York consumers pursuant to this Assurance.

VI. AFFIDAVITS OF COMPLIANCE

40. Pfizer shall submit to the OAG, within four (4) months after the Effective Date and subsequently one year after the Effective Date, an affidavit, subscribed to by an officer or employee of Pfizer authorized to bind Pfizer, setting forth Pfizer's compliance with this Assurance.

VII. MONITORING BY OAG

41. The OAG may, in its sole discretion for three (3) years from the Effective Date, request in writing, documents related to the subject matter of this Assurance (referred to collectively herein as the "Document Request"), including:

- a. Pfizer's Copayment Coupons and associated marketing materials;
- b. Substantiation for any of Pfizer's Copayment Coupons and associated materials;

- c. Consumer complaints relating to Pfizer's Copayment Coupons; and
- d. Any other documents related to the subject matter of this Assurance.

42. Within thirty (30) days of its receipt of the Document Request, Pfizer shall provide to the OAG copies of non-privileged responsive documents in its possession, custody, or control. Pfizer will also, on request, make its personnel available to answer any questions the OAG may have concerning the Document Request.

VIII. PENALTIES, FEES, AND/OR COSTS

43. Within thirty (30) business days of the Effective Date of this Assurance, Pfizer shall pay \$500,000 to the New York State Department of Law. This payment shall be made by attorney check, corporate or certified check, or bank draft, or wire transfer, and shall be made payable to the "State of New York" and shall reference Assurance No. 17-197; payments shall be addressed to the attention of Lilia I. Toson, New York State Office of the Attorney General, Health Care Bureau, 28 Liberty Street, 19th Floor, New York, NY, 10005.

IX. MISCELLANEOUS

44. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Pfizer and its counsel and the OAG's own factual investigation as set forth in Paragraphs (1)-(29) above. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

45. If the Assurance is voided or breached, Pfizer agrees that any statute of limitations or other time-related defenses applicable to the subject of the Assurance and any claims arising from or relating thereto are tolled from and after the date of this Assurance. In the event the Assurance is voided or breached in a material way, Pfizer expressly agrees and acknowledges that this Assurance shall in no way bar or otherwise preclude the OAG from commencing, conducting or prosecuting any investigation, action or proceeding, however denominated, related to the Assurance,

against Pfizer, or from using in any way any statements, documents or other materials produced or provided by Pfizer prior to or after the date of this Assurance.

46. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Pfizer in agreeing to this Assurance.

47. Pfizer represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. Pfizer shall not take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects Pfizer's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by Pfizer.

48. This Assurance may not be amended except by an instrument in writing signed on behalf of all the parties to this Assurance.

49. This Assurance shall be binding on and inure to the benefit of the parties to this Assurance and their respective successors and assigns, provided that no party, other than the OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

50. In the event that any one or more of the provisions contained in this Assurance shall be held for any reason to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

51. To the extent not already provided under this Assurance, Pfizer shall, upon request by the OAG, provide all documentation and information necessary for the OAG to verify compliance with this Assurance.

52. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing, reference Assurance No. 17-197, and be directed as follows:

If to Pfizer, to:

Andrew J. Hoffman II
DLA Piper LLP (US)
2000 Avenue of the Stars
Suite 400, North Tower
Los Angeles, California 90067

If to the OAG, to:

Lilia I. Toson
Assistant Attorney General
Or in her absence, to the person holding the title of Bureau Chief, Health Care
Bureau
Office of the Attorney General Health Care Bureau
28 Liberty Street, 19th Floor
New York, New York 10005

53. Acceptance of this Assurance by the OAG shall not be deemed approval by the OAG of any of the practices or procedures referenced herein, and Pfizer shall make no representation to the contrary.

54. Pursuant to Executive Law § 63(15), evidence of a violation of this Assurance shall constitute prima facie proof of violation of the applicable law in any action or proceeding thereafter commenced by the OAG.

55. If a court of competent jurisdiction determines that Pfizer has breached this Assurance, the Company shall pay to the OAG the cost, if any, of such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

56. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. The OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.


57. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

58. This Assurance may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

59. The effective date of this Assurance shall be the date this Assurance is signed by all parties ("Effective Date").

BARBARA D. UNDERWOOD
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

LISA LANDAU
Health Care Bureau Chief

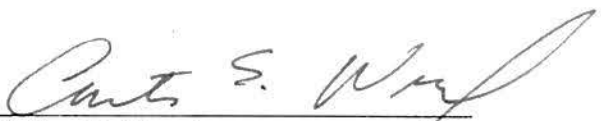
By: 

Lilia I. Toson, Esq.
Assistant Attorney General
Health Care Bureau

Pfizer Inc

By:

Andrew J. Hoffman II
DLA Piper LLP (US)
Counsel for Pfizer

By: 

Carlton E. Wessel
Senior Vice President
Associate General Counsel and Chief
Litigation Counsel
Pfizer Inc.

58. This Assurance may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

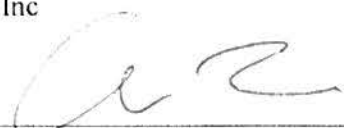
59. The effective date of this Assurance shall be the date this Assurance is signed by all parties ("Effective Date").

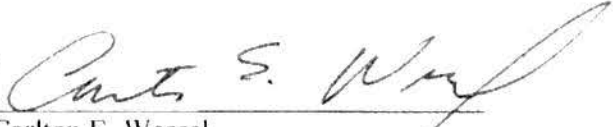
BARBARA D. UNDERWOOD
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

LISA LANDAU
Health Care Bureau Chief

By: 
Lilia I. Toson, Esq.
Assistant Attorney General
Health Care Bureau

Pfizer Inc

By: 
Andrew J. Hoffman II
DLA Piper LLP (US)
Counsel for Pfizer

By: 
Carlton E. Wessel
Senior Vice President
Associate General Counsel and Chief
Litigation Counsel
Pfizer Inc.

STATE OF NY)

COUNTY OF NY)

ss.:

On this 4th day of October, 2018, Carlton E. Wessel, known personally to me to be the Senior Vice President, Associate General Counsel and Chief Litigation Counsel of Pfizer Inc, appeared before the undersigned and acknowledged to me that he, as such representative and being authorized so to do, executed the within instrument for the purposes therein set forth, on behalf of the RESPONDENT, by his signature on the instrument as such officer.

Sworn to before me this

day of 4th Oct. 2018

Vidyawatie Ramsook-Gosine
10/04/2018

VIDYAWATIE RAMSOOK-GOSINE
Notary Public, State of New York
No. 01RA6055311
Qualified in Queens County
Certificate Filed in New York County
Commission Expires February 20, 2019