IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
Div. 9

STATE OF KANSAS, *ex rel.*,
STEVE SIX, Attorney General,

Plaintiff,

v.

PFIZER INC,

Defendant.

No. 08C1576

(Pursuant to K.S.A. Chapter 60)

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 22 day of Oct, 2008, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-623(b). Plaintiff, the State of Kansas, *ex rel.* Steve Six, Attorney General, appears by and through Emilie Burdette, Assistant Attorney General. Defendant Pfizer Inc appears by and through Kathleen A. Hardee of Shughart Thomson & Kilroy P.C.

The parties advise the Court that they have stipulated and agreed to the following matters: Steve Six is the duly appointed and acting Attorney General of the State of Kansas. The Attorney General's authority to bring this action is derived from the statutory and common law of the State of Kansas, specifically the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.* Defendant Pfizer Inc (hereinafter "Pfizer" or "Defendant") is a Delaware corporation that conducts business nationwide, including in the State of Kansas; its principal place of business is 235 E 42ND ST, NEW YORK, NY 10017-5703. Pfizer transacts business in the State of Kansas

by advertising, soliciting, selling, promoting and distributing prescription drugs, including BEXTRA/CELEBREX®, to consumers in the State of Kansas and nationwide.

DEFINITIONS

1.

The following definitions shall be used in construing this Judgment:

a. "Covered Conduct" shall mean Pfizer's promotional and marketing practices regarding the prescription drugs Celebrex® and Bextra®, that were the subject of an investigation by the Signatory Attorneys General under the State Consumer Protection Laws.

b. "Effective Date" shall mean the date by which Pfizer and ninety percent (90%) of the States that comprise the Multistate Working Group have executed the Consent Judgment.

c. "FDA Amendments Act of 2007" (or "FDA Amendments Act" or "the Act") shall mean Public Law No. 110-85, which among other things, creates a federal clinical trial registry and results data bank.

d. "FDA's Guidance for Industry" shall mean documents published by the United States Department of Health and Human Services, Food and Drug Administration (FDA), that represent the FDA's current recommendations on a topic.

e. "Individual States" and "State" shall mean each Signatory Attorney General who is participating in the Multistate Working Group.

f. "Pfizer" shall mean Pfizer Inc and its United States-based affiliates, subsidiaries, predecessors, successors, and assigns.

g. "Multistate Executive Committee" shall mean the Attorneys General and their staffs representing Arizona, California, Florida, Illinois, Massachusetts, New York, Ohio, Oregon, Texas, and Vermont.

h. "Multistate Working Group" ("MSWG") shall mean the Attorneys General and their staffs representing Alaska, Arizona, Arkansas, California, Connecticut, Florida, District of

Columbia, Idaho, Illinois, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Vermont, Washington, and Wisconsin.

i. "Off-Label" shall mean related to an indication that was not approved by the FDA at the time of dissemination or relating to information that was not contained in the FDA label.

j. "Prescriber" shall mean any physician, dentist, physician assistant, nurse practitioners, and all others with legal authority to prescribe any Pfizer product, as well as pharmacists, members of Pharmacy &Therapeutics committees and others who potentially have an impact on the prescribing of any Pfizer product.

k. "Parties" shall mean Pfizer and the Individual States.

l. "Product" shall mean any prescription drug or biological product manufactured, distributed, sold, marketed or promoted in the United States in any way.

m. "Signatory Attorney(s) General" shall mean the Attorney General, or his or her designee, of each state in the Multistate Working Group.

n. "State Consumer Protection Laws" shall mean the consumer protection laws under which the Signatory Attorneys General have conducted their investigation.[1]

---

[1] The States' consumer protection statutes are: ALASKA - *Unfair Trade Practices and Consumer Protection Act*, AS 45.50.471 *et seq.*; ARIZONA - *Consumer Fraud Act*, A.R.S. § 44-1521 *et seq.*; ARKANSAS - Ark. Code Ann. § 4-88-101 *et seq.*; CALIFORNIA - Bus. & Prof. Code §§ 17200 *et seq.* and 17500 *et seq.*; CONNECTICUT - Conn. Gen. Stat. §§ 42-110a *et seq.*; DISTRICT OF COLUMBIA - *Consumer Protection Procedures Act*, D.C. Code § 28-3901 *et seq.*; FLORIDA - *Deceptive and Unfair Trade Practices Act*, Fla. Stat. Ch. 501.201 *et seq.*; IDAHO - *Consumer Protection Act*, Idaho Code Section § 48-601 *et seq.*; ILLINOIS - *Consumer Fraud and Deceptive Business Practices Act*, 815 ILCS § 505/1 *et seq.* (2006 State Bar Edition); IOWA - *Iowa Consumer Fraud Act*, Iowa Code Section 714.16; KANSAS - *Consumer Protection Act*, K.S.A. 50-623 *et seq.*; KENTUCKY - *Consumer Protection Statute*, KRS 367.110 *et seq.*; MAINE - *Unfair Trade Practices Act*, 5 M.R.S.A. § 207 *et seq.*; MARYLAND -

o. "Celebrex" shall mean celecoxib.

p. "Bextra" shall mean valdecoxib.

COMPLIANCE PROVISIONS

2.

The parties have agreed to resolve the issues raised by the Covered Conduct by entering into this Consent Judgment (hereinafter "Judgment").

(a) Pfizer is entering into this 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 Pfizer expressly denies. Pfizer does not admit any violation of the State Consumer Protection Laws set forth in footnote 1, and does not admit any wrongdoing that was or could have been alleged by any Attorney General before the date of the Judgment under those

---

Consumer Protection Act, Md. Code Ann., Com. Law § 13-101 *et seq.*; MASSACHUSETTS - *Consumer Protection Act*, M.G.L. c. 93A *et seq.*; MICHIGAN - *Michigan Consumer Protection Act*, MCL 445.901 *et seq.*; MONTANA - Mont. Code Ann. § 30-14-101 *et seq.*; NEBRASKA - *Uniform Deceptive Trade Practices Act*, NRS § 87-301 *et seq.*; NEW JERSEY - *New Jersey Consumer Fraud Act*, 56:8-1 *et seq.*; NEW YORK - General Business Law Article 22-A Sections 349, 350 and Executive Law Section 63 (12); NEW MEXICO - *Unfair Practices Act*, NMSA 1978, § 57-12-1 *et seq.*; NEVADA - *Deceptive Trade Practices Act*, Nevada Revised Statutes 598.0903 *et seq.*; NORTH CAROLINA - *Unfair and Deceptive Trade Practices Act*, N.C. Gen. Stat. § 75-1.1 *et seq.*; NORTH DAKOTA - *Unlawful Sales or Advertising Practices*, N.D. Cent. Code. § 51-15-02 *et seq.*; OHIO - *Consumer Sales Practices Act*, R.C. 1345.01 *et seq.*; OREGON - *Unlawful Trade Practices Act*, ORS 646.605 to 646.656; PENNSYLVANIA - *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1 *et seq.*; SOUTH CAROLINA - *Unfair Trade Practices Act*, S.C. CODE. ANN. Sections 39-5-10 *et seq.*; SOUTH DAKOTA - *Deceptive Trade Practices Act*, S.D. Codified Laws § 37-24 *et seq.*; TENNESSEE - *Consumer Protection Act*, Tenn. Code Ann. §§ 47-18-101 *et seq.*; TEXAS - *Deceptive Trade Practices - Consumer Protection Act*, Tex. Bus. and Com. Code § 17.47 *et seq.*; VERMONT - *Consumer Fraud Act*, 9 V.S.A. § 2451 *et seq.*; WASHINGTON - *Unfair Business Practices/Consumer Protection Act*, R.C.W. 19.86 *et seq.*; WISCONSIN - Wis. Stat. § 100.18 *et seq.* (Fraudulent Representations) and Wis. Stat. § 100.182 *et seq.* (Fraudulent Drug Advertising).

laws. No part of this Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Pfizer. This document and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose.

(b) This Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Pfizer in any action, or of Pfizer's right to defend itself from, or make any arguments in, any private individual, regulatory, governmental, or class claims or suits relating to the subject matter or terms of this Judgment. This Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, a State may file an action to enforce the terms of this Judgment.

(c) It is the intent of the Parties that this Judgment not be admissible in other cases or binding on Pfizer in any respect other than in connection with the enforcement of this Judgment.

(d) No part of this 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 a State may file an action to enforce the terms of this Judgment.

(e) All obligations undertaken by Pfizer in this Judgment shall apply prospectively, except to the extent permitted by the National Library of Medicine, Pfizer shall submit, as soon as practicable, clinical trial results to the clinical trial registry and results data bank created by the FDA Amendments Act for all "applicable clinical trials" (as that term is defined by the Act) of FDA-approved Pfizer Products that were initiated after July 1, 2005.

3.

Pfizer shall register clinical trials and submit results to the registry and results data bank as required by the FDA Amendments Act and any accompanying regulations that may be promulgated pursuant to that Act.

4.

Pfizer shall not make any written or oral claim that is false, misleading or deceptive regarding any FDA-approved Pfizer Product.

5.

Pfizer shall not make any written or oral promotional claims of safety or effectiveness for any FDA-approved Pfizer Product in a manner that violates the Food, Drug and Cosmetic Act, 21 U.S.C. § 301 et seq. ("FDCA"), accompanying regulations, or voluntary agreements with FDA, as interpreted by the FDA in a writing by the Director of the Center for Drug Evaluation at the FDA.

6.

Nothing in this Judgment shall require Pfizer to:

(a) take an action that is prohibited by the FDCA or any regulation promulgated thereunder, or by FDA; or

(b) fail to take an action that is required by the FDCA or any regulation promulgated thereunder, or by FDA. Any written or oral promotional claim subject to this Judgment which is the same, or materially the same, as the language required or agreed to by the Director of Division of Drug Marketing, Advertising and Communication or the Director of the Center for Drug Evaluation and Research or their authorized designees in writing shall not constitute a violation of this Judgment.

7.

Following the initial approval of any Pfizer Product indicated for pain relief, Pfizer shall delay direct to consumer ("DTC") television advertising that relates to such indication, if the Director of the Center for Drug Evaluation and Research at FDA recommends such a delay in

writing to Pfizer. Pfizer's delay shall be for the same period as recommended by the Director of the Center for Drug Evaluation and Research at FDA, but in no event shall the period of delay required by this provision of this Judgment exceed 18 months from approval. Should Pfizer run television DTC advertising contrary to a recommendation from the Director of the Center for Drug Evaluation and Research after the expiration of this 18 month period, Pfizer shall provide written notice to the Multistate Executive Committee 30 days prior to running the subject advertisement and shall also provide a copy of all correspondence with FDA relating to the subject advertisement.

8.

Pfizer agrees to submit all new DTC television advertising campaigns for any Pfizer Product to FDA for pre-review, to wait a reasonable time (not less than 45 days) until Pfizer receives a response from FDA prior to running the advertising campaign, and to modify such advertising consistent with any written comments from FDA, whenever received. Simultaneous with running any new DTC television advertisement for which FDA has not provided Pfizer with a pre-review response addressing the substance of the advertisement within the 45-day waiting period prescribed herein, Pfizer shall provide written notice to the Multistate Executive Committee that Pfizer is running the advertisement and that the FDA has not provided Pfizer with a pre-review response addressing the substance of the advertising within the 45-day waiting period, and also provide a copy of all material submitted to FDA for the review of the subject advertisement.

9.

Pfizer's obligations with respect to Paragraph 7 shall remain in effect for eight years following the Effective Date. Pfizer's obligations with respect to Paragraph 8 shall remain in effect for seven years following the Effective Date. With respect to Paragraph 7, Pfizer shall abide by any such written recommendation so long as the submission of the TV advertising campaign is made within eight years following the Effective Date. With respect to Paragraph 8,

Pfizer shall abide by any such written recommendation so long as the submission of the TV advertising campaign is made within seven years of the Effective Date.

10.

When presenting information in detailing pieces, brochures, booklets, mailing pieces, published journals, magazines, other periodicals and newspapers, and broadcast through media such as radio, television, the Internet, and telephone communications systems, about a Clinical Study that relates to an FDA-approved Pfizer Product, Pfizer shall: (a) accurately reflect the methodology used to conduct the Clinical Study; (b) not present favorable information or conclusions from a study that is inadequate in design, scope, or conduct to furnish significant support for such information or conclusions; and (c) not use statistical analyses and techniques on a retrospective basis to discover and cite findings not soundly supported by the study, or to suggest scientific validity and rigor for data from studies the design or protocol of which are not amenable to formal statistical evaluations.

11.

When presenting information in detailing pieces, brochures, booklets, mailing pieces, published journals, magazines, other periodicals and newspapers, and broadcast through media such as radio, television, the Internet, and telephone communications systems, about a Clinical Study or analysis of Clinical Studies as evidence of an FDA-approved Pfizer Product's safety, Pfizer shall not: (a) present information from a study in a way that implies that the study represents larger or more general experience with the drug than it actually does; or (b) use statistics on numbers of patients, or counts of favorable results or side effects derived from pooling data from various insignificant or dissimilar studies in a way that suggests either that such statistics are valid if they are not or that they are derived from large or significant studies supporting favorable conclusions when such is not the case.

12.

When presenting information in detailing pieces, brochures, booklets, mailing pieces, published journals, magazines, other periodicals and newspapers, and broadcast through media such as radio, television, the Internet, and telephone communications systems, about a Clinical Study or analysis of Clinical Studies as evidence of an FDA-approved Pfizer Product's safety, Pfizer shall not: (a) present favorable information or conclusions from a study that is inadequate in design, scope, or conduct to furnish significant support for such information or conclusions; (b) use the concept of statistical significance to support a claim that has not been demonstrated to have clinical significance or validity, or fails to reveal the range of variations around the quoted average results; or (c) use statistical analyses and techniques on a retrospective basis to discover and cite findings not soundly supported by the study, or to suggest scientific validity and rigor for data from studies the design or protocol of which are not amenable to formal statistical evaluation.

13.

(a) Pfizer shall comply with the ACCME Standards for Commercial Support (a copy of the current version is attached hereto as Appendix 1).

(b) Any person who acts in a promotional capacity for Pfizer with respect to an FDA approved Pfizer Product shall be obligated under his or her contract with Pfizer, as a condition for any future promotional relationship with Pfizer, to disclose to Continuing Medical Education ("CME") participants orally and to the CME provider for inclusion in the written materials the existence, nature and purpose of his or her arrangement with Pfizer when a member of the faculty at a CME program if: (i) the Product the faculty member promoted for Pfizer is in the same therapeutic category as the subject of the CME program, and (ii) the CME program occurs within 12 months of the faculty member performing work for or receiving compensation from Pfizer. Such disclosure shall set forth the type of promotional work engaged in by the faculty member and the name of the therapeutic category with respect to such promotion.

(c) Pfizer shall not provide funding for CME when Pfizer has knowledge at the time the decision to fund the CME is made that a speaker at the CME has also been a promotional speaker in the past 12 months at a Pfizer-sponsored promotional event related to the class of drugs to be discussed in the CME.

14.

Pfizer's obligations with respect to CME shall remain in effect for 9 years following the Effective Date. Pfizer's obligations with respect to Paragraph 13(b) shall only apply to speakers' contracts entered into, amended to extend the contract period, or renewed after the date of this Judgment.

15.

Pfizer shall require all individuals who are named as authors on a Pfizer-sponsored manuscript reporting the results of a Pfizer-sponsored study to fulfill the following conditions: (a) the individual shall have made a substantial contribution to the conception and design, or acquisition of data, or analysis and interpretation of data; (b) the individual shall have been involved in drafting the article or revising it critically for important intellectual content; and (c) the individual shall have final approval rights of the version to be published. When a large, multi-center group has conducted the research, the manuscript shall identify the individuals who accept direct responsibility for the manuscript. These individuals should fully meet the criteria for authorship as set forth in (a), (b), and (c) above.

16.

Pfizer shall not disseminate in a promotional context any patient testimonial relating to a Product that does not clearly and conspicuously disclose what the generally expected performance would be in the depicted circumstances or clearly and conspicuously disclose the limited applicability of the experience described by the patient testimonial to what consumers may generally expect to achieve.

17.

Pfizer shall not market two or more Products in a manner that falsely or misleadingly conflates the various properties of the respective Products.

18.

Pfizer shall not compensate physicians for conducting individual, observational teaching sessions in their offices or in the hospital ("mentorships") in which sales representatives who detail a Product participate.

19.

Pfizer shall instruct investigators of Pfizer sponsored clinical trials regarding a Product to obtain a legally effective informed consent from all study subjects or from the subject's legally authorized representative. If Pfizer provides the investigator (or the investigator's Institutional Review Board) with a model informed consent, Pfizer shall not fail to include (a) a statement that the study involves research, an explanation of the purposes of the research and the expected duration of the subject's participation, a description of the procedures to be followed, and identification of any procedures which are experimental; (b) a description of any reasonably foreseeable risks or discomforts to the subject; and (c) for research involving more than minimal risk, an explanation as to whether any compensation and an explanation as to whether any medical treatments are available if injury occurs and, if so, what they consist of, or where further information may be obtained.

20.

Pfizer shall not affirmatively seek the inclusion of a Product in hospital protocols or standing orders unless the Product at issue has been approved by the FDA for the indication for

which it is to be included in the protocol or standing order. Notwithstanding the foregoing, Pfizer may disclose to insurance companies and other third party payors any information regarding the inclusion of a Product in hospital protocols or standing orders even if the Product at issue has not been approved by the FDA for the indication for which it is to be included in the protocol or standing order.

21.

Pfizer shall not award prizes or other incentives to its sales force as rewards for specifically increasing the Off-Label use of a Product.

22.

Pfizer shall not disseminate any information describing any Off-Label use of a Product if such use has been submitted to the FDA for approval and the FDA has either advised Pfizer that it refuses to approve such application or that FDA-identified deficiencies must be resolved before approval can be granted unless Pfizer has first clearly and conspicuously disclosed to the information recipient that FDA had issued such advice regarding such Off-Label use. Pfizer may disclose to any recipient of such information whether the information was presented to the FDA prior to the FDA's issuance of such advice regarding the Off-Label use.

23.

Pfizer shall not disseminate a Medical Information Letter, an unabridged reprint or copy of an article from a Peer Reviewed Journal or a Reference Publication, or written information through a Regional Medical Research Specialist ("RMRS") describing any Off-Label use of a Product in response to an unsolicited request by a prescriber or other health care professional unless (a) the information is about a clinical investigation with respect to the Product and experts qualified by scientific training or experience to evaluate the safety or effectiveness of the Product

would consider the subject of the clinical investigation to be scientifically sound or the information is an unabridged reprint or copy of an article from a Peer Reviewed Journal or a Reference Publication; (b) the information is accompanied by a comprehensive bibliography of publications discussing adequate and well-controlled clinical studies published in a medical journal or medical or scientific text that have been previously published about the use of the Product covered by the information (unless the information is a Peer Reviewed Journal or Reference Publication which already includes such a bibliography); and (c) in cases in which experts qualified by scientific training or experience to evaluate the safety or effectiveness of the Product would consider the conclusion of the information to have been specifically called into question by another article(s) or text(s) that experts qualified by scientific training or experience to evaluate the safety or effectiveness of the Product would consider to be scientifically sound, the information must be disseminated with a representative publication that reaches contrary or different conclusions regarding the Off-Label use.

24.

Pfizer shall not disseminate any reprint or copy of an article from a Peer Reviewed Journal or a Reference Publication describing any Off-Label use of the Product to physician specialties that do not customarily prescribe the Product if these materials combined with detailing, advertising, sampling, or other promotional activities promote Off-Label use of the Product.

25.

In the event that FDA issues a final "Guidance For Industry: Good Reprint Practices For The Distribution Of Medical Journal Articles And Medical Or Scientific Reference Publications On Unapproved New Uses Of Approved Drugs And Approved Or Cleared Medical Devices,"

and a provision of said Guidance materially conflicts with any of the provisions of Paragraphs 22 through 24 of this Judgment, Pfizer may petition the Court for modification of those paragraphs, after providing thirty (30) days' notice to the Attorney General. The parties by stipulation may agree to such a modification, which agreement shall be presented to this Court for consideration provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both Pfizer and the Attorney General. If Pfizer wishes to seek a stipulation for a modification from the State, it shall send a written request for agreement to such modification to the Attorney General at least 30 days prior to filing a motion with the Court for such modification. Within 30 days of receipt from Pfizer of a written request for agreement to modify, the Attorney General shall notify Pfizer in writing if the Attorney General agrees to the requested modification. The Attorney General shall not unreasonably withhold his/her consent to the modification. The parties agree it would be unreasonable to withhold consent to the terms provided in the draft "Guidance For Industry: Good Reprint Practices For The Distribution Of Medical Journal Articles And Medical Or Scientific Reference Publications On Unapproved New Uses Of Approved Drugs And Approved Or Cleared Medical Devices," dated February 15, 2008, and attached hereto as Appendix 2, in the event that all such terms are included in the final Guidance For Industry. In the event that all such terms are not included in the final Guidance for Industry, the parties agree to consider whether any such terms that are included in the final Guidance for Industry should form the basis of a modification of Paragraphs 22 through 24 of this Judgment.

26.

Pfizer shall not disseminate any Medical Information Letter describing any Off-Label use of a Product that makes any false or misleading representation regarding a Product.

27.

Pfizer shall not disseminate samples of a Product with the intent of increasing Off-label prescribing of the Product.

28.

When submitting clinical trials relating to Off-label indications to journals for publication, Pfizer shall disclose to the journal that the FDA has not approved the drug for the indication that was the subject of the clinical trial.

29.

The Pfizer Medical Education Grants Office shall manage all requests for funding related to CME regarding Products. Approval decisions shall be made by the Pfizer Medical Education Grants Office alone, and shall be kept separate from the Sales and Marketing function. Notwithstanding the foregoing, decisions to approve a request for funding made by the Pfizer Medical Education Grants Office may be subject to actual funding approval by Pfizer's Chief Financial Officer or other designated officials.

30.

Pfizer shall not use grants to advantage or promote Products. This provision includes, but is not limited to, the following prohibitions:

(a) Sales and Marketing personnel shall not initiate, coordinate or implement grant applications on behalf of any customer or Prescriber;

(b) Sales and Marketing personnel shall not be involved in selecting grantees or CME-funded speakers; and

(c) Sales and Marketing personnel shall not measure or attempt to track in any way the impact of grants or speaking fees on the participating Prescribers' subsequent prescribing habits, practices or patterns.

31.

Pfizer Sales and Marketing personnel shall not approve grant requests regarding Products, nor attempt to influence the Pfizer Medical Education Grants Office to reward any customers or Prescribers with grants for their prescribing habits, practices or patterns.

32.

By its execution of this Judgment, The State of Kansas releases Pfizer and all of its past and present subsidiaries, affiliates, predecessors and successors (collectively, the "Released Parties") from the following: all civil claims, causes of action, damages, restitution, fines, costs, and penalties on behalf of the State of Kansas under the above-cited consumer protection statutes arising from the Covered Conduct that is the subject of this Judgment.

33.

Notwithstanding any term of this Judgment, specifically reserved and excluded from the Release in Paragraph 32 as to any entity or person, including Released Parties, are any and all of the following:

(a) Any criminal liability that any person or entity, including Released Parties, has or may have to the State of Kansas.

(b) Any civil or administrative liability that any person or entity, including Released Parties, has or may have to the State of Kansas not expressly covered by the release in Paragraph 32 above, including but not limited to any and all of the following claims:

i) State or federal antitrust violations;

ii) Reporting practices, including "best price", "average wholesale price" or "wholesale acquisition cost;"

iii) Medicaid violations, including federal Medicaid drug rebate statute violations, Medicaid fraud or abuse, and/or kickback violations related to any State's Medicaid program; and,

iv) State false claims violations.

(c) Any liability under the State of Kansas's above-cited consumer protection laws which any person or entity, including Released Parties, has or may have to individual consumers or State program payors of said State, and which have not been specifically enumerated as included herein.

34.

Within ten (10) days of the Effective Date of this Judgment, Pfizer shall pay a total amount of sixty million dollars ($60,000,000) to be divided and paid by Pfizer directly to each Signatory Attorney General in an amount to be designated by and in the sole discretion of the Multistate Executive Committee. Said payment shall be used by the States for attorneys' fees and other costs of investigation and litigation, or to be placed in, or applied to, the consumer protection enforcement fund, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of each Signatory Attorney General.

35.

For the purposes of resolving disputes with respect to compliance with this Judgment, should any of the Signatory Attorneys General have a reasonable basis to believe that Pfizer has engaged in a practice that violates a provision of this Judgment subsequent to the Effective Date of this Judgment, then such Attorney General shall notify Pfizer in writing of the specific objection, identify with particularity the provisions of this Judgment that the practice appears to violate, and give Pfizer thirty (30) days to respond to the notification; provided, however, that a Signatory Attorney General may take any action if the Signatory Attorney General concludes

that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

Upon receipt of written notice, Pfizer shall provide a good-faith written response to the Attorney General notification, containing either a statement explaining why Pfizer believes it is in compliance with the Judgment, or a detailed explanation of how the alleged violation occurred and a statement explaining how Pfizer intends to cure the alleged breach. Nothing in this paragraph shall be interpreted to limit the state's Civil Investigative Demand ("CID") or subpoena authority, to the extent such authority exists under applicable state law, and Pfizer reserves all of its rights with respect to a CID or subpoena issued pursuant to such authority.

36.

Upon giving Pfizer thirty (30) days to respond to the notification described above, the Signatory Attorney General shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody or control of Pfizer that relate to Pfizer's compliance with each provision of this Judgment as to which cause that is legally sufficient in the State has been shown. If the Signatory Attorney General makes or requests copies of any documents during the course of that inspection, the Signatory Attorney General will provide a list of those documents to Pfizer.

37.

The State may assert any claim that Pfizer has violated this Judgment in a separate civil action solely to enforce compliance with this Judgment, or to seek any other relief afforded by law, but only after providing Pfizer an opportunity to respond to the notification described in Paragraph 35 above; provided, however, that a Signatory Attorney General may take any action if the Signatory Attorney General concludes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

38.

This Judgment represents the full and complete terms of the settlement entered into by the parties hereto. In any action undertaken by either the Attorneys General, or any of them, or Pfizer, no prior versions of this Judgment, and no prior versions of any of its terms, that were not entered by the Court in this Judgment, may be introduced for any purpose whatsoever.

IT IS SO STIPULATED:

I. General Provisions

A. This 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 Judgment, no prior versions of any of its terms, that were not entered by the Court in this Judgment, may be introduced for any purpose whatsoever.

B. This Court retains jurisdiction of this Judgment and the Parties hereto for the purpose of enforcing and modifying this Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.

C. All Notices under this Judgment shall be provided to Emilie Burdette, Assistant Attorney General, by Overnight Mail at: Office of the Kansas Attorney General. 120 SW 10th Ave., 2nd Floor in Topeka, Kansas 66612.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the stipulations and agreements of the parties contained herein are adopted and approved as the findings of fact and conclusions of law of the Court and any monies owed hereunder by Defendant immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

JUDGE

Prepared and approved by:

Attorney for Plaintiff:

Emilie Burdette, #22094
Assistant Attorney General
Office of Kansas Attorney General Steve Six
120 Southwest 10th Ave.. 2nd Floor
Topeka. Kansas 66612
(785) 296-3751
Fax: (785) 291-3699

Attorney for Defendant:

Kathleen A. Hardee, #13923
Shughart Thomson & Kilroy
Twelve Wyandotte Plaza
120 W. 12th Street, Suite 1800
Kansas City, Missouri 64105
(816) 421-3355
Fax: (816) 374-0905

Markus Green
Corporate Counsel
Pfizer Inc