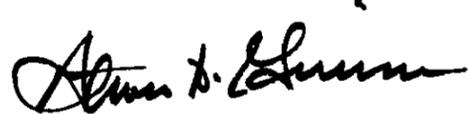


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2 KRISTINE M. KUZEMKA
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CLERK OF THE COURT

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10 *Attorneys for Plaintiff, State of Nevada*

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14 **DISTRICT COURT**
CLARK COUNTY, NEVADA

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16 STATE OF NEVADA
17 Plaintiff,
18 vs.
19 WYETH, WYETH PHARMACEUTICALS INC.;
20 PFIZER INC., AND PHARMACIA & UPJOHN
COMPANY,
21 Defendants.

CASE NO.: A-08-575980
DEPT. NO.: XXIV

22 **SETTLEMENT AGREEMENT**

23
24 COMES NOW the State of Nevada, by and through its Attorney General, Catherine Cortez Masto,
25 and her Senior Deputy Attorney General, Kristine M. Kuzemka, and Wyeth (n/k/a Wyeth LLC), Wyeth
26 Pharmaceuticals Inc., Pfizer Inc., and Pharmacia & Upjohn Company (n/k/a Pharmacia & Upjohn

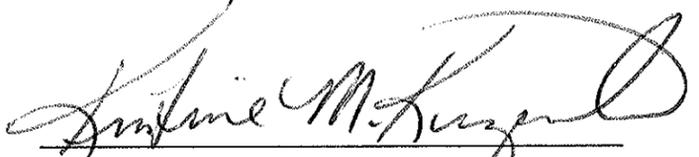
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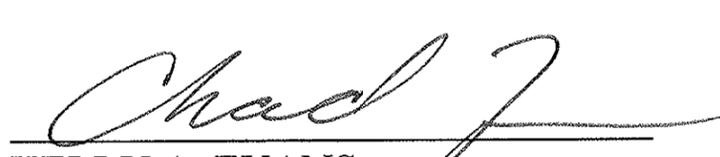
1 Company LLC), by and through their counsel Kelly A. Evans and Chad R. Fears, and, having
2 resolved the matters between them, hereby submit and consent to the terms of the attached Settlement
3 Agreement.

4 DATED this 27th day of October, 2014.

5 CATHERINE CORTEZ MASTO
6 Attorney General

SNELL & WILMER, L.L.P.

7 By: 

By: 

8 KRISTINE M. KUZEMKA
9 Senior Deputy Attorney General
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15 *Attorneys for Plaintiff, State of Nevada*

*Counsel for Defendants Wyeth,
Wyeth Pharmaceuticals Inc., Pharmacia
& Upjohn Company, and Pfizer Inc.*

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12 **DISTRICT COURT
CLARK COUNTY, NEVADA**

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14 STATE OF NEVADA

15 Plaintiff,

16 vs.

17 WYETH, WYETH PHARMACEUTICALS INC.;
PFIZER INC., AND PHARMACIA & UPJOHN
18 COMPANY,

19 Defendants.

CASE NO.: A-08-575980
DEPT. NO.: XXIV

20 **SETTLEMENT AGREEMENT**

21 Plaintiff, STATE OF NEVADA by and through its attorney CATHERINE CORTEZ MASTO,
22 Attorney General, and her Senior Deputy KRISTINE M. KUZEMKA (“Plaintiff”) has agreed to settle the
23 above-captioned action brought pursuant to the Nevada Deceptive Trade Practices Act, NRS § 598.0903 et
24 seq. (hereinafter “DTPA”), alleging that Defendants Wyeth (n/k/a Wyeth LLC), Wyeth Pharmaceuticals
25 Inc., Pfizer Inc. and Pharmacia & Upjohn Company (n/k/a Pharmacia & Upjohn Company LLC)
26 (hereinafter “Defendants,” as further defined below) committed violations of the DTPA. Defendants deny
27 the allegations. Plaintiff, by its counsel, and Defendants, by their counsel, have agreed to the entry of this
28 Settlement Agreement (“Agreement”) by the Court without trial or final adjudication of any issue of fact

1 or law, and without finding or admission of wrongdoing or liability of any kind. Defendants agree to be
2 bound by the terms of this Agreement.

3 **1. DEFINITIONS**

4 The following definitions shall be used in construing this Agreement:

5 1.1 “Attorney General” shall mean the Attorney General of the State of Nevada, or her authorized
6 designee, who has executed this Agreement.

7 1.2 “Complaint” shall mean the complaint filed on or about November 18, 2008 in the above-
8 captioned action.

9 1.3 “Covered Conduct” shall mean Defendants’ promotion, marketing, sale and distribution of the
10 Hormone Therapy Products and dissemination of information to healthcare professionals and consumers
11 relating to the Hormone Therapy Products, identified in Para. 1.6 below, up to and including the date of this
12 Agreement, including but not limited to visits by Defendants’ sales representatives to healthcare providers, the
13 use, publication and/or dissemination of labels and package inserts, patient package inserts, the publication
14 and/or dissemination of Dear Doctor or Dear Healthcare Provider letters, Defendants’ assistance in the
15 drafting and production of articles published in medical or scientific journals, the publication and/or
16 dissemination of branded promotional pieces, the publication and/or dissemination of unbranded pieces
17 including pieces relating to the consequences of menopause, osteoporosis and/or estrogen loss, Defendants’
18 support for or provision of physician education (including visiting speakers bureau programs, continuing
19 medical education programs, lunch and dinner presentations, teleconferences and speaker training programs),
20 Defendants’ support, financial or otherwise, for professional medical associations, Defendants’ participation
21 in scientific or medical conventions, Defendants’ support and/or involvement in the publication of medical
22 reference or textbooks and/or the dissemination of medical reference or textbooks, the drafting, publication
23 and/or dissemination of Seasons magazine, and the publication of information on Defendants’ websites, as
24 well as all other conduct described in the Complaint, Plaintiff’s discovery responses and expert reports
25 submitted by Plaintiffs, through the Effective Date of the Agreement.

26 1.4 “Defendants” shall mean Wyeth (n/k/a Wyeth LLC), Wyeth Pharmaceuticals Inc., Pfizer
27 Inc.¹ and Pharmacia & Upjohn Company LLC (n/k/a Pharmacia & Upjohn Company LLC), including all

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¹ Pfizer Inc. acquired Wyeth (n/k/a Wyeth LLC) and Wyeth Pharmaceuticals Inc. in October 2009, and Wyeth (n/k/a
Wyeth LLC) and Wyeth Pharmaceuticals Inc. became wholly owned subsidiaries of Pfizer Inc.

1 of their subsidiaries and divisions, affiliates, predecessors and successors, and assigns and each and all of
2 their current and former officers, directors, shareholders, employees, agents and contractors.

3 1.5 "Effective Date" shall mean the date of the Notice of Entry of Order for this Agreement, duly
4 executed by Defendants and by the Attorney General, and approved by the Court.

5 1.6 "Hormone Therapy Products" shall mean postmenopausal hormone therapy products,
6 including but not limited to, Premarin, Prempro, Premphase, Premarin Vaginal Cream, Aygestin, Cycrin,
7 Provera, medroxyprogesterone acetate ("MPA"), Ogen, Femhrt, Activella, Vagifem, Menest, Prefest, and
8 Depo-Provera.

9 1.7 "Parties" shall mean Defendants and the Attorney General.

10 2. BACKGROUND

11 2.1 This Court has jurisdiction over the subject matter of this lawsuit and over all Parties.

12 2.2 The terms of this Agreement shall be governed by the laws of the State of Nevada.

13 2.3 Entry of this Agreement reflects a negotiated agreement among the Parties.

14 2.4 The Parties have agreed to resolve the issues resulting from the Covered Conduct by entering
15 into this Agreement.

16 2.5 Defendants are willing to enter into this Agreement regarding the Covered Conduct to resolve
17 the Attorney General's concerns raised in the Complaint and all other claims and concerns raised during the
18 course of the litigation and thereby avoid significant expense, inconvenience, and uncertainty.

19 2.6 Defendants are entering into this Agreement solely for the purpose of settlement, and nothing
20 contained herein may be taken as or construed to be an admission or concession of any violation of law, rule,
21 or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Defendants
22 expressly deny. Defendants deny any violation of the DTPA or any other basis for liability alleged in the
23 Complaint or during the course of the litigation, and do not admit any wrongdoing that was or could have
24 been alleged by the Attorney General before the date of the Agreement under those laws. No part of this
25 Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or
26 wrongdoing by Defendants. This document and its contents are not intended for use by any third party for
27 any purpose, including submission to any court for any purpose.

28 2.7 This Agreement shall not be construed or used as a waiver or limitation of any defense

1 Therapy Products), purchasers, licensors, licensees and sponsors of Hormone Therapy Product or any raw
2 materials used in the distribution of Hormone Therapy Products or marketed by Defendants (collectively, the
3 “Released Parties”) from the following: all claims that were or could have been brought in the Complaint,
4 including but not limited to any claim that the current label or promotional activities, branded or unbranded,
5 are in violation of the DTPA or any other state or federal statute, all civil claims, causes of action, damages,
6 civil penalties, restitution, reimbursement, treble damages, fines, costs, attorneys’ fees, penalties, and any
7 other equitable or statutory relief that the Attorney General has asserted or could have asserted against the
8 Released Parties under the DTPA or any other provision of state or federal law, including but not limited to
9 NRS 598.0915(2)(5)(7)(15), 598.0923(3), 598.0973, 598.0999, 598.0953(1), successor statutes, or common
10 law claims concerning unfair, deceptive or fraudulent trade practices impacting consumers or any Nevada
11 statute equivalent to the federal Food, Drug and Cosmetic Act that the Attorney General has the authority to
12 release, resulting from the Covered Conduct up to and including the Effective Date.

13 **5. REPRESENTATIONS AND WARRANTIES**

14 5.1 The undersigned signatories on behalf of the Plaintiff represent and warrant that they have
15 carefully read this Agreement, they are the duly authorized and appointed representatives of the State of
16 Nevada, and that they have the full right, power, and authority to execute this Agreement on behalf of and to
17 bind the State of Nevada and its offices, agencies, and officers.

18
19 **6. GENERAL PROVISIONS**

20 6.1 The acceptance of this Agreement by the State of Nevada shall not be deemed approval by the
21 State of Nevada of any of Defendants’ advertising or business practices. Further, neither Defendants nor
22 anyone acting on their behalf shall state or imply, or cause to be stated or implied, that the State of Nevada or
23 any other governmental unit of the State of Nevada has approved, sanctioned or authorized any practice, act,
24 advertisement, or conduct of Defendants alleged in the Complaint.

25 6.2 This Agreement represents the full and complete terms of the settlement entered into by the
26 Parties hereto. In any action undertaken by the Parties, no oral statements or representations, or any prior
27 versions of this Agreement and no prior versions of any of its terms that were not entered by the Court in this
28 Agreement may be introduced for any purpose whatsoever.

1 6.3 This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be
2 deemed to be, and shall have the same force and effect as, an original signature.

3 6.4 The Parties agree that neither of them shall be deemed the drafter of this Agreement and
4 that, in construing this Agreement, no provision hereof shall be construed in favor of one party on the
5 ground that such provision was drafted by the other party.

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1 JOINTLY APPROVED AND
2 SUBMITTED FOR ENTRY
3 FOR PLAINTIFF, STATE OF NEVADA

4 CATHERNE CORTEZ MASTO
5 Attorney General

6 BY:



7
8 KRISTINE M. KUZEMKA
9 Senior Deputy Attorney General
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14 Email: kkuzemka@ag.nv.gov

Attorneys for Plaintiff, State of Nevada

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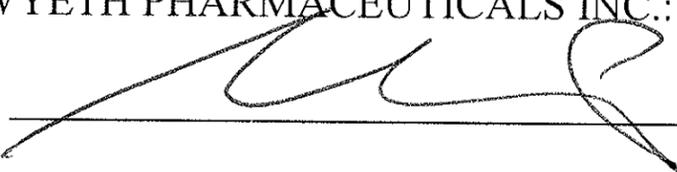
1 FOR WYETH:

2 By: 

3
4 NAME: William C. Longg

5 TITLE: Vice President
6 Pfizer Inc.

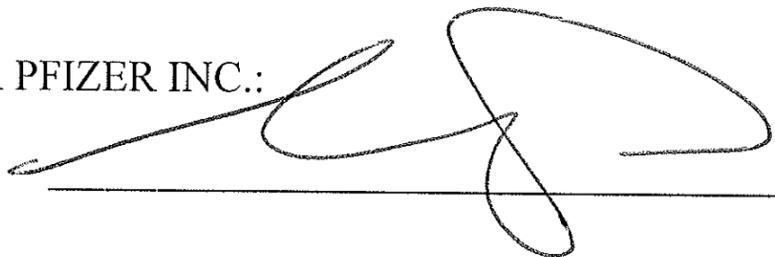
7 FOR WYETH PHARMACEUTICALS INC.:

8 By: 

9
10 NAME: Michael Parini

11 TITLE: SVP+ Associate General Counsel
12 Pfizer Inc.

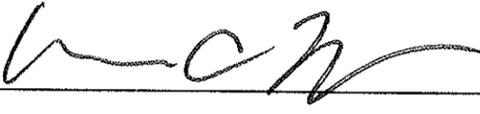
13
14 FOR PFIZER INC.:

15 By: 

16
17 NAME: Michael Parini

18 TITLE: SVP+ Associate General Counsel
19 Pfizer Inc.

20
21 FOR PHARMACIA & UPJOHN COMPANY:

22 By: 

23
24 NAME: William C. Longg

25 TITLE: Vice President
26 Pfizer Inc.

27

28

1 COUNSEL FOR WYETH, WYETH PHARMACEUTICALS INC., PFIZER INC., AND
2 PHARMACIA & UPJOHN COMPANY:

3 By:

4 

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10 Date:

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