

1 **MARK BRNOVICH**
2 **ATTORNEY GENERAL**
(Firm State Bar No. 14000)
3 DYLAN JONES (BAR NO. 034185)
4 ASSISTANT ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
5 2005 North Central Avenue
6 Phoenix, AZ 85004-1592
7 Telephone: (602) 542-5210
8 Facsimile: (602) 542-4377
9 Email: consumer@azag.gov
Email: dylan.jones@azag.gov
Attorneys for the State of Arizona

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11 **SUPERIOR COURT OF ARIZONA**
12 **IN MARICOPA COUNTY**

13 STATE OF ARIZONA, *ex rel.* MARK
BRNOVICH, Attorney General,
14
15 Plaintiff,
16
17 v.
18 PFIZER INC.,
19 Defendant.

Case No.

COMPLAINT

20
21 Plaintiff, State of Arizona *ex rel.* Mark Brnovich, the Attorney General (the “State”),
22 alleges the following for its Civil Complaint (the “Complaint”) against Defendant Pfizer Inc.
23 (“Pfizer”).

24 **INTRODUCTION**

25 1. Pfizer is an American multinational pharmaceutical corporation.
26 2. Pfizer, like many pharmaceutical manufacturers, occasionally offers drug
27 copayment coupons (“Copayment Coupons”) to assist consumers with paying copays or
28 deductibles associated with purchasing brand-name drugs. Because drug Copayment Coupons

1 can reduce consumers' out-of-pocket costs, they are attractive to consumers, particularly those
2 who struggle with high copayments and deductibles set by health insurance plans.

3 3. Many of Pfizer's Copayment Coupons displayed in large, bold print that the
4 consumer would "PAY NO MORE THAN" a certain amount. However, in many cases,
5 consumers who used the Copayment Coupons were required to pay a copayment greater than the
6 "PAY NO MORE THAN" amount.

7 **JURISDICTION AND VENUE**

8 4. The State brings this action pursuant to the Arizona Consumer Fraud Act, Arizona
9 Revised Statutes ("A.R.S.") §§ 44-1521 to -1534 (the "ACFA"), to obtain injunctive relief to
10 permanently enjoin and prevent the unlawful acts and practices alleged in this Complaint, and to
11 obtain other relief, including restitution, disgorgement of profits, gains, gross receipts, or other
12 benefits, civil penalties, and costs and attorneys' fees.

13 5. This Court has subject-matter jurisdiction.

14 6. This Court may issue appropriate orders both prior to and following a determination
15 of liability pursuant to A.R.S. § 44-1528.

16 7. Pfizer caused events to occur in this state out of which the claims which are the
17 subject of this Complaint arose.

18 8. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

19 **PARTIES**

20 9. Plaintiff is the State of Arizona *ex rel.* Mark Brnovich, the Attorney General of
21 Arizona, who is authorized to bring this action under the ACFA.

22 10. Defendant is Pfizer Inc., a Delaware corporation with its principal place of business
23 located in New York, and includes its United States-based affiliates, subsidiaries, predecessors,
24 successors, and assigns.

25 **ALLEGATIONS**

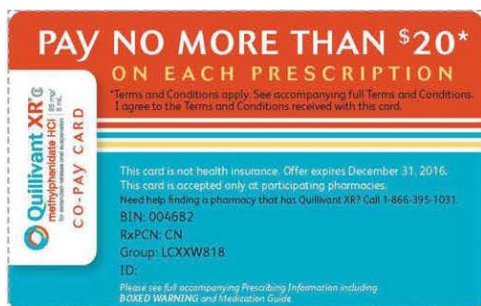
26 11. Between 2014 through 2018, Pfizer sold Estring, (which treats moderate to severe
27 symptoms of vulvar and vaginal atrophy due to menopause by releasing local estrogen therapy via
28 a vaginal ring); Quillivant XR and Quillichew ER (which treat attention deficit hyperactivity

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 that treats acute pain due to minor strains, sprains, and bruises).

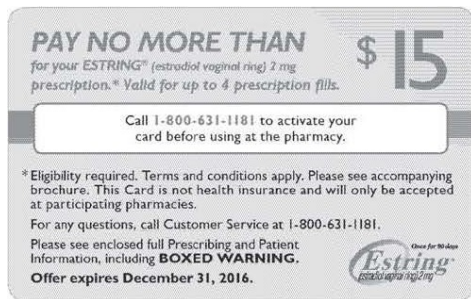
12. Pfizer occasionally offers copayment coupons to assist Arizona consumers with some of their out-of-pocket costs associated with accessing certain important medicines. From at least 2014 to 2018, Pfizer made Copayment Coupons for Estring, Quillivant, and Flector Patch available to Arizona consumers.

13. In general, Arizona consumers accessed Pfizer’s Copayment Coupons in two ways. First, these consumers could have received wallet-size “Plastic Coupon” cards from their health care providers. Second, these consumers could have downloaded and printed paper “Internet Coupons” from consumer websites that Pfizer maintained. The Plastic Coupons and Internet Coupons both advertised the same offer; however, the Internet Coupons presented the terms and conditions differently than the Plastic Coupons.

14. From at least 2014 to 2018, many of those Copayment Coupons set forth in large, bold print that eligible consumers would “PAY NO MORE THAN” than a certain out-of-pocket amount, generally between \$15 and \$25, subject to certain “terms and conditions” (for example, “PAY NO MORE THAN \$15” in the case of Estring). Example images of these Plastic Coupons are shown below:



Figures 1-2



Figures 3-4

15. In general, the Internet Coupons include images of the front and back of the Plastic Coupons and also included additional text below the images, such as safety information and indications, prescribing information, and additional terms and conditions. The terms and conditions on the Internet Coupons were larger in size than the terms and conditions on the Plastic Coupons, but still smaller and less prominent than the “PAY NO MORE THAN” language.

16. Despite the “PAY NO MORE THAN” language, the terms and conditions limited the savings to a maximum amount (e.g., \$130). Thus, if the out-of-pocket price of the drug was above the maximum savings amount plus the “PAY NO MORE THAN” amount listed on the face of the Copayment Coupon, then consumers would pay more than the “PAY NO MORE THAN” amount.

17. The terms and conditions, due to their size and location on the Copayment Coupon and because they contradict the “PAY NO MORE THAN” language, did not properly put consumers on notice that they may pay more than the “PAY NO MORE THAN” amount listed on the face of the Copayment Coupon.

18. While many Arizona consumers paid less than or equal to the “PAY NO MORE THAN” amount that appeared on the relevant Pfizer Copayment Coupons, over 1,600 Arizona consumers paid more than the “PAY NO MORE THAN” amount indicated on the Copayment Coupons, with some Arizona consumers paying hundreds of dollars more.

19. In early 2018, after being investigated by multiple states, Pfizer began changing the text of the “PAY NO MORE THAN” Copayment Coupons to say that patients could “PAY AS LITTLE AS” the listed amount.

1 **FIRST CLAIM FOR RELIEF**

2 **VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT, A.R.S. §§ 44-1521 to -1534**

3 20. The State realleges all prior allegations of this Complaint as though fully set forth
4 herein.

5 21. The conduct described in the preceding paragraphs of this Complaint constitutes
6 deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises,
7 misrepresentations, or concealment, suppression or omission of material facts with intent that
8 others rely on such concealment, suppression or omission, in connection with the sale or
9 advertisement of merchandise in violation of the ACFA, including, but not limited to:

10 a. Pfizer engaged in deceptive and unfair acts and practices by representing to
11 Arizona consumers, directly or indirectly, expressly or by implication, that a consumer using a
12 Copayment Coupon would not pay more than the "PAY NO MORE THAN" amount displayed on
13 that Copayment Coupon. In truth and in fact, numerous times consumers were required to pay
14 more than that amount; and

15 b. Pfizer engaged in deceptive and unfair acts and practices by concealing,
16 suppressing, or omitting the material fact that consumers may pay more than the "PAY NO
17 MORE THAN" amount prominently displayed on the Copayment Coupons, and did so with intent
18 that others rely on such concealments, suppressions, or omissions.

19 22. While engaging in the acts and practices alleged in this Complaint, Pfizer knew or
20 should have known that that its conduct was of the nature prohibited by A.R.S. § 44-1522,
21 subjecting itself to enforcement and penalties as provided in A.R.S. § 44-1531(A).

22 23. With respect to the unfair acts and practices described above, these acts and
23 practices caused or were likely to cause substantial injuries to consumers that were not reasonably
24 avoidable by consumers and were not outweighed by countervailing benefits to consumers or to
25 competition.

26 ...

27 ...

28 ...

1 **PRAYER FOR RELIEF**

2 WHEREFORE, the State respectfully requests that the Court:

3 24. Pursuant to A.R.S. § 44-1528(A)(1), issue a permanent injunction in accordance
4 with Ariz. R. Civ. P. 65(d)(1), enjoining and restraining (a) Pfizer, (b) its officers, agents,
5 servants, employees, attorneys, and (c) all persons in active concert or participation with anyone
6 described in part (a) or (b) of this paragraph, directly or indirectly, from engaging in deceptive,
7 misleading, or unfair acts or practices, or concealments, suppressions, or omissions, that violate
8 the ACFA, A.R.S. § 44-1522(A), including specific injunctive relief barring Pfizer from engaging
9 in the unlawful acts and practices set forth above;

10 25. Pursuant to A.R.S. § 44-1528(A)(2), order Pfizer to restore to all persons in interest
11 any monies or property, real or personal, which may have been acquired by any means or any
12 practice in this article declared to be unlawful;

13 26. Pursuant to A.R.S. § 44-1528(A)(3), order Pfizer to disgorge all profits, gains, gross
14 receipts, or other benefits obtained as a result of its unlawful acts alleged herein;

15 27. Pursuant to A.R.S. § 44-1531, order Pfizer to pay to the State of Arizona a civil
16 penalty of up to \$10,000 for each willful violation of A.R.S. § 44-1522;

17 28. Pursuant to A.R.S. § 44-1534, order Pfizer to reimburse the State for its costs and
18 attorneys' fees incurred in the investigation and prosecution of Pfizer's activities alleged in this
19 Complaint;

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29. Award the State such further relief the Court deems just and proper under the circumstances.

DATED this 20th day of May, 2022.

MARK BRNOVICH
Attorney General

By:

Dylan Jones

Assistant Attorney General

Attorneys for the State of Arizona

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