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10
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.,
Defendant.

Case No.: [NUMBER]

STIPULATED CONSENT JUDGMENT

(Assigned to the Hon. [NAME])

19
20 The State of Arizona, *ex rel.* Mark Brnovich, the Attorney General (the “State”), filed a
21 Complaint alleging violations of the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to -1534
22 (the “ACFA”), and Pfizer Inc. (“Defendant” or “Pfizer”) has waived service of the Complaint,
23 has been advised of the right to a trial in this matter, and has waived the same. Pfizer admits the
24 jurisdiction of this Court over the subject matter and parties, stipulates that this Court may enter
25 the following Findings, Allegations, and Order, and acknowledges that this Court will retain
26 jurisdiction for the purpose of enforcing this Consent Judgment. Pfizer is entering into this
27 Judgment solely for the purpose of settlement and expressly denies violating the ACFA, or any
28 other law, rule, or regulation and further denies any other liability or wrongdoing.

1 **PARTIES**

2 1. The State is authorized to bring this action under the ACFA.

3 2. Defendant is Pfizer Inc., a Delaware corporation with its principal place of business
4 located in New York, and includes its United States-based affiliates, subsidiaries, predecessors,
5 successors, and assigns.

6 3. The State alleges that Defendants caused events to occur in this state out of which
7 the claims which are the subject of the Complaint arose.

8 4. This Court has jurisdiction over the Complaint and the Parties necessary for the
9 Court to enter this Consent Judgment and any orders hereafter appropriate pursuant to
10 A.R.S. § 44-1528 and this Consent Judgment.

11 5. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401.

12 **FINDINGS**

13 6. For purposes of this proceeding only, this Court has jurisdiction over the subject
14 matter of this lawsuit and over all Parties. This judgment shall not be construed or used as a
15 waiver of any jurisdictional defense Pfizer may raise in any other proceeding.

16 7. The terms of this Judgment shall be governed by the laws of the State of Arizona.

17 8. Entry of this Judgment is in the public interest and reflects a negotiated agreement
18 among the Parties.

19 9. The Parties have agreed to resolve the issues resulting from the Covered Conduct
20 (defined below) by entering into this Judgment.

21 10. While Pfizer does not admit any violations of the ACFA and does not admit any
22 wrongdoing, Pfizer is willing to enter into this Judgment regarding the Covered Conduct in order
23 to resolve the concerns of the State, under the ACFA as to the matters addressed in this Judgment
24 and thereby avoid significant expense, inconvenience, and uncertainty.

25 11. Pfizer is entering into this Judgment solely for the purpose of settlement, and
26 nothing contained herein may be taken as or construed to be an admission or concession of any
27 violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or
28 wrongdoing, all of which Pfizer expressly denies. Pfizer does not admit any violation of the

1 ACFA and does not admit any wrongdoing that was or could have been alleged by any Attorney
2 General before the date of the Judgment under those laws. No part of this Judgment, including
3 its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing
4 by Pfizer. This document and its contents are not intended for use by any third party for any
5 purpose.

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

12 13. No part of this Judgment shall create a private cause of action or confer any right
13 to any third party for violation of any federal or state statute except that the State may file an
14 action to enforce the terms of this Judgment. It is the intent of the Parties that this Judgment shall
15 not be binding or admissible in any other matter, including, but not limited to, any investigation
16 or litigation, other than in connection with the enforcement of this Judgment.

17 14. All obligations undertaken by Pfizer in this Judgment shall apply prospectively.

18 **DEFINITIONS**

19 The following definitions shall be used in construing the Judgment:

20 15. "Clearly and Conspicuously" or "clear and conspicuous" shall mean that the
21 statement, representation or term being disclosed is of such size, color, contrast and/or audibility
22 and is presented so as to be readily noticed and understood by the consumer to whom it is
23 disclosed. In addition to the foregoing, with regard to interactive media, the disclosure also shall
24 be unavoidable (i.e., no click-through required to access it), and shall be presented prior to the
25 consumer incurring any financial obligation.

26 16. "Consumer" shall mean a consumer located within the State of Arizona who
27 utilized a Copayment Coupon during the Covered Conduct period, as defined herein.
28

17. “Copayment Coupons” or “Coupons” shall mean the drug coupons offered by Pfizer to assist eligible Consumers with some of their out-of-pocket costs associated with purchasing Estrin®¹, Quillivant®, or Flector Patch® from at least 2014 through 2018. Many of these Coupons set forth that eligible consumers who are commercially-insured or uninsured would “PAY NO MORE THAN” certain amounts out-of-pocket, subject to certain terms and conditions.¹

18. “Covered Conduct” shall mean Pfizer’s offer of Copayment Coupons to eligible Consumers who were prescribed Estring®, Quillivant®, and Flector Patch® from at least 2014 through 2018, which was the subject of an investigation by the State pursuant to the ACFA.

19. “Effective Date” shall mean the date on which a copy of the Judgment, duly executed by Pfizer and by the State, is approved by, and becomes a Judgment of the Court.

20. “Health Care Provider” or “HCP” shall mean any physician or other health care practitioner, who is licensed to provide health care services or to prescribe pharmaceutical products.

21. “Internet Coupons” shall mean Pfizer’s Copayment Coupons that were downloaded and/or printed from consumer websites that Pfizer maintained during the Covered Conduct period.

22. "Parties" shall mean Pfizer as defined herein and its United States based affiliates, subsidiaries, predecessors, successors, and assigns and the State of Arizona.

23. “Plastic Coupons” shall mean wallet-size plastic coupons cards provided to Consumers or a Health Care Provider.

ALLEGATIONS

24. During the Covered Conduct period, Pfizer sold 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 ER® (which treat attention deficit

¹ Pfizer's Copayment 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.

1 hyperactivity disorder via a liquid formulation and chewable tablet, respectively)
2 (Quillivant® XR and Quillichew ER® are referred to collectively herein as “Quillivant®”)²; and
3 Flector Patch® (a prescription NSAID patch that treats acute pain due to minor strains, sprains,
4 and bruises).

5 25. Pfizer occasionally offers copayment coupons to assist patients with some of their
6 out-of-pocket costs associated with accessing certain important medicines. From at least 2014 -
7 2018, Pfizer made Copayment Coupons for Estring®, Quillivant®, and Flector Patch® available
8 to Arizona Consumers. Many of those Copayment Coupons set forth that eligible Consumers
9 would “PAY NO MORE THAN” a certain amount out-of-pocket, subject to certain “terms and
10 conditions.” Although the Co-payment Coupons included terms and conditions describing the
11 maximum potential savings and the possibility that out-of-pocket expenses could exceed the
12 “PAY NO MORE THAN” amount listed on the face of the Copayment Coupon, the State alleges
13 that these terms and conditions were not disclosed Clearly and Conspicuously.

14 26. In general, Arizona Consumers accessed Pfizer’s Copayment Coupons in two
15 ways. First, these Consumers could have received wallet-size Plastic Coupon cards from their
16 Health Care Providers. Second, these Consumers could have downloaded and printed paper
17 Internet Coupons from consumer websites that Pfizer maintained. The Plastic Coupons and
18 Internet Coupons both advertised the same offer; however, the Internet Coupons presented the
19 terms and conditions differently than the Plastic Coupons.

20 27. While many Arizona Consumers paid less than or equal to the “PAY NO MORE
21 THAN” amount that appeared on the relevant Pfizer Copayment Coupons, over 1,600 Arizona
22 Consumers paid more than the “PAY NO MORE THAN” amount indicated on the Copayment
23 Coupons.

24 28. In early 2018, Pfizer began changing the text of the “PAY NO MORE THAN”
25 Copayment Coupons to say that patients could “PAY AS LITTLE AS” the listed amount.
26
27

28 ² Pfizer stopped selling Quillivant® in 2017.

29. The State alleges that Pfizer violated the ACFA by engaging in or directing others to engage in the actions described in paragraphs 25 through 27 above.

30. Pursuant to the ACFA, Pfizer's alleged violations entitle the State to relief necessary to prevent the unlawful acts and practices described in this Consent Judgment and to remedy the consequences of past unlawful practices.

ORDER

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

Injunctive Terms

31. Pfizer's advertising, marketing and business practices concerning Copayment Coupons shall comply fully with the ACFA, as currently written or amended in the future, and all other applicable laws.

32. 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 pay more than the stated amount.

33. Pfizer shall disclose in its marketing materials, online and in print, Clearly and Conspicuously:

- 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.

Monetary Terms

34. Pursuant to A.R.S. § 44-1528(A)(2), Pfizer shall pay to the State the amount of \$94,527.23 in consumer restitution, pursuant to A.R.S. § 44-1531.02(B), to be paid by Pfizer directly to eligible Consumers, as described below.

1 35. Pursuant to A.R.S. § 44-1534, Pfizer shall pay to the Attorney General the amount
2 of \$30,000 in attorneys' fees and costs due within 30 days of the Effective Date, to be deposited
3 into the Consumer Protection-Consumer Fraud Revolving Fund pursuant to A.R.S. § 44-1531.01,
4 and used for the purposes set forth therein.

5 36. The amount to be refunded and payable by Pfizer to Consumers, under this Consent
6 Judgment, is \$94,527.23. Pfizer shall pay restitution to Arizona Consumers based on the first
7 time each of those Consumers utilized a Copayment Coupon for Estring®, Quillivant®, and
8 Flector Patch® during the Covered Conduct period and paid more out-of-pocket than the "PAY
9 NO MORE THAN" amount listed on their Coupon. Pfizer shall pay those Arizona Consumers
10 as follows:

- 11 a. A Consumer who utilized a Plastic Coupon and paid his or her pharmacy an
12 amount exceeding the "PAY NO MORE THAN" amount listed on his or her
13 Copayment Coupon shall receive a restitution payment equal to 100% of his or
14 her first-time payment in excess of the "PAY NO MORE THAN" amount.³
15 b. A Consumer who utilized an Internet Coupon and paid his or her pharmacy an
16 amount exceeding the "PAY NO MORE THAN" amount listed on his or her
17 Copayment Coupon shall receive a restitution payment equal to 25% of his or
18 her first-time payment in excess of the "PAY NO MORE THAN" amount.⁴
19 c. If a Consumer utilized both Plastic and Internet Coupons during the Covered
20 Conduct period, or used the same type of Coupon more than once during the
21 Covered Conduct period, he or she will receive a restitution payment tied to the
22 first time that Consumer paid his or her pharmacy an amount in excess of the
23

24 ³ For example, if a Consumer paid \$20 at the pharmacy counter when utilizing an Estring Plastic
25 Coupon that stated "Pay No More Than \$15" (subject to terms and conditions), that Consumer
26 would receive \$5 in restitution under this Judgment.

27 ⁴ For example, if a Consumer paid \$20 at the pharmacy counter when utilizing an Estring Internet
28 Coupon that stated "Pay No More than \$15" (subject to terms and conditions), that Consumer
would receive \$1.25 in restitution under this Judgment.

1 “PAY NO MORE THAN” amount listed on his or her Copayment Coupon. No
2 Consumer is entitled to more than one restitution payment per medicine under
3 this Judgment.

4 37. Within thirty (30) days of the Effective Date, Pfizer shall provide to the State a list
5 containing (a) the available names and addresses of Arizona Consumers who are entitled to a
6 restitution payment under this Judgment; (b) the amounts to which those Consumers are entitled;
7 and (c) whether those Consumers used a Plastic Coupon or Internet Coupon for the transaction
8 at issue (the “Restitution List”).

9 38. Within fourteen (14) days of the date on which Pfizer provides the Restitution List,
10 the State shall notify Pfizer that (i) it approves the Restitution List; or (ii) that the State has found
11 an error or discrepancy in the Restitution List. Both Parties shall work in good faith to resolve
12 and or correct any discrepancies in the Restitution List.

13 39. Within ninety (90) days of finalizing the Restitution List, Pfizer, or its vendor, will
14 issue restitution payments by check according to the Restitution List. These Restitution payments
15 will be accompanied by a letter to the Consumer that is substantially similar to the form attached
16 as Exhibit A. Once sent, these payments will constitute a full refund to all Consumers identified
17 on the Restitution List as specified and associated with the Covered Conduct.

18 40. Within one hundred eighty (180) days of issuing the restitution payments described
19 in Paragraph 39, Pfizer, or its vendor, will cancel all undeposited checks issued to Consumers on
20 the Restitution List.

21 41. Within two hundred ten (210) days of issuing the restitution payments described in
22 Paragraph 39, Pfizer will submit a report to the Attorney General providing a full accounting of
23 all restitution paid to Arizona Consumers pursuant to this Judgment. Pfizer will then send the
24 balance of the Restitution Amount, if any, to the State of Arizona.

25 42. The payment described in Paragraph 41 will be deposited by the Attorney
26 General’s Office into the Consumer Protection-Consumer Fraud Revolving Fund, pursuant to
27 A.R.S. § 44-1531.02(B), and used for the purposes specified in A.R.S. § 44-1531.01.

1 43. The payments described in Paragraphs 35 and 41 must be paid in the form of
2 cashier's checks or money orders made payable to "The State of Arizona," or by wire transfer
3 according to instructions supplied by the State. Payment must be delivered, or mailed and
4 postmarked, to:

5 Consumer Protection and Advocacy Section
6 The Office of the Arizona Attorney General
7 2005 North Central Avenue
8 Phoenix, Arizona 85004-1592

8 **Enforcement**

9 44. For the purposes of resolving disputes with respect to compliance with this
10 Judgment, should the State have a reasonable basis to believe that Pfizer has engaged in a practice
11 that violates a provision of this Judgment subsequent to the Effective Date, then the State shall
12 notify Pfizer in writing of the specific objection, identify with particularity the provision of this
13 Judgment that the practice appears to violate and give Pfizer thirty (30) days to respond to the
14 notification; provided, however, that the State may take any action if the State believes that,
15 because of the specific practices, a threat to the health or safety of the public requires immediate
16 action.

17 45. Upon receipt of written notice, Pfizer shall provide a good faith written response
18 to the State's notification, containing either a statement explaining why Pfizer believes it is in
19 compliance with the Judgment, or a detailed explanation of how the alleged violation occurred
20 and a statement explaining how Pfizer intends to remedy the alleged breach. Nothing in this
21 section shall be interpreted to limit the State of Arizona's Civil Investigative Demand ("CID")
22 or investigative authority to the extent such authority exists under applicable law, and Pfizer
23 reserves all of its rights in responding to a CID, to the extent such authority exists under
24 applicable law, and Pfizer reserves all of its rights in responding to a CID issued pursuant to such
25 authority.

26 46. The State may agree, in writing, to provide Pfizer with additional time to extend
27 any of the deadlines listed in this Judgment.
28

1 **Release**

2 47. Released Claims. By its execution of this Judgment, the State of Arizona releases
3 and forever discharges Pfizer and its past and present officers, directors, employees,
4 representatives, agents, affiliates, parents, subsidiaries, operating companies, predecessors,
5 assigns and successors (collectively, the “Releasees”) from the following: all civil causes of
6 action, claims, damages, restitution, disgorgement, fines, costs, attorney’s fees, or penalties that
7 the Arizona Attorney General has asserted or could have asserted against Releasees under the
8 State Consumer Protection Act, or any amendments thereto, or by common law claims
9 concerning deceptive or fraudulent trade practices, that the Arizona Attorney General has the
10 authority to release resulting from the Covered Conduct up to and including the Effective Date.

11 48. Claims Not Covered. Notwithstanding any term in this Judgment, specifically
12 reserved and excluded from the release in Paragraph 47 as to any entity or person, including
13 Releasees, are any and all of the following:

- 14 d. Any criminal liability that any person or entity, including Releasees, has or may
15 have to the State of Arizona;
- 16 e. Any civil or administrative liability that any person and/or entity, including
17 Releasees, has or may have to the State of Arizona not expressly covered by the
18 release in Paragraph 47, including, but not limited to, any and all of the
19 following claims:
 - 20 i. State of federal antitrust violations;
 - 21 ii. Claims involving “best price,” “average wholesale price,” “wholesale
22 acquisition cost,” or any reporting practices;
 - 23 iii. Medicaid claims, including but not limited to federal Medicaid drug
24 rebate statute violations, Medicaid fraud or abuse (whether common law,
25 statutory or otherwise), and/or kickback violations related to State’s
26 Medicaid program;
 - 27 iv. State false claims violations; and
 - 28 v. Claims to enforce the terms and conditions of this Judgment.

1 f. Actions of, or on behalf of, state program payors of the State of Arizona arising
2 from the purchase of Estring®, Quillivant®, and Flector Patch®.

3 g. Any claims individual consumers have or may have under the Arizona
4 Consumer Protection Act or related laws against any person or entity, including
5 the Releasees.

6 49. Nothing contained in this Judgment shall relieve Pfizer of the obligations it
7 maintains under any other Judgment or agreement relating to any Pfizer product.

8 **Additional Provisions**

9 50. Nothing this this Judgment shall be construed to authorize or require any action by
10 Pfizer in violation of applicable federal, state, or other laws.

11 51. Modification. The Judgment may be modified by a stipulation of the Parties as
12 approved by the Court or by court proceedings resulting in a modified judgment of the Court.

13 52. Pfizer shall not cause or encourage third parties, nor knowingly permit third parties
14 acting on its behalf to engage in the practices from which Pfizer is prohibited by this Judgment.

15 53. No Approval by the State. The acceptance of this Judgment by the State of Arizona
16 shall not be deemed approval by the State of Arizona of any Pfizer's marketing or business
17 practices. Further neither Pfizer nor anyone acting on its behalf shall state or imply, or cause to
18 be stated or implied that the State of Arizona or any other governmental unit of Arizona has
19 approved, sanctioned or authorized any practices, act, advertisement, coupon or conduct of
20 Pfizer.

21 54. Strict Performance. Any failure by any party to this Judgment to insist upon strict
22 performance by any other party of any of the provisions of this Judgment shall not be deemed a
23 waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure,
24 shall have the right thereafter to insist upon a specific performance of any and all of the provisions
25 of this Judgment.

26 55. Entire Agreement. This Judgment represents the full and complete terms of the
27 settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior
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1 versions of this Judgment and no prior versions of any of its terms that were not entered by the
2 Court in this Judgment, may be introduced for any purpose whatsoever.

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

6 57. Counterparts. This Judgment may be executed in counterparts and a pdf signature
7 shall be deemed to be, and shall have the same force and effect as, and original signature.

8 58. Notices. All Notices under this Judgment shall be provided to the following via
9 email and United States Postal Service First-Class Mail:

10 Defendant:

11 Markus Green
12 Vice President
13 Assistant General Counsel
14 Pfizer Inc.
15 235 East 42nd Street
16 New York, NY 10017
17 E-mail: markus.green@pfizer.com
18 Telephone: 212-733-3966

19 Copy to Pfizer's Counsel:

20 Andrew Hoffman II
21 DLA Piper
22 2000 Avenue of the Stars
23 Suite 400 North Tower
24 Los Angeles, CA 90067-4704
25 E-mail: andrew.hoffman@dlapiper.com
26 Telephone: 310-595-3010
27
28

State of Arizona:
Dylan Jones
Assistant Attorney General
Office of the Attorney General
State of Arizona
2005 N. Central Ave.
Phoenix, AZ 85004
E-mail: dylan.jones@azag.gov
Telephone: 602-542-5210

59. To the extent that any provision of this Judgment obligates Pfizer to change any policy(ies) or procedure(s) and to the extent not already accomplished, Pfizer shall implement the policy(ies) or procedures(s) as soon as reasonably practicable, but no later than 120 days after the Effective Date of this Judgment.

60. This Consent Judgment resolves all outstanding claims expressly identified in the Complaint as to Pfizer. As no further matters remain pending, this is a final judgment entered pursuant to Ariz. R. Civ. P. 54(c).

DATED this _____ day of May, 2022.

JUDGE OF THE SUPERIOR COURT

CONSENT TO JUDGMENT

1. Pfizer acknowledges that it has waived service of the Summons and Complaint, has read the Findings, Allegations, and Order, and is aware of its right to a trial in this matter and has waived the same.

2. Pfizer admits the jurisdiction of this Court, and consents to the entry of the foregoing Findings, Allegations, and Order.

3. Pfizer states that no promise of any kind or nature whatsoever was made to induce it to enter into this Consent Judgment and declares that it has entered into this Consent Judgment voluntarily.

4. This Consent Judgment is entered as a result of a compromise and a settlement agreement between the Parties. Only the State may seek enforcement of this Consent Judgment. Nothing herein is intended to create a private right of action by other parties; however, this Consent Judgment does not limit the rights of any private party to pursue any remedies allowed by law.

5. Pfizer acknowledges that its acceptance of this Consent Judgment is for the purpose of settling the ongoing consumer fraud lawsuit filed by the State, and further acknowledges that this Consent Judgment does not preclude any agency or officer of this State or subdivision thereof from instituting other civil or criminal proceedings as may be appropriate.

6. This Consent to Judgment may be executed in counterparts and be delivered by facsimile or electronic transmission, or a copy thereof, such constituting an original counterpart hereof, all of which together will constitute one and the same document.

7. Pfizer represents and warrants that the person signing below on its behalf is duly appointed and authorized to do so.

DATED this 18 day of May, 2022.

Pfizer Inc.

By:

[Signature]

Markus Green, VP, Assistant General Counsel

APPROVED AS TO FORM AND CONTENT:

MARK BRNOVICH
Attorney General

DLA Piper

By:

John Doe

~~Dylan Jones~~
Assistant Attorney General
Attorneys for the State of Arizona

az

Andrew Hoffman II
Attorneys for Defendant Pfizer

S8RGVP270ERDAR

1 **Exhibit A**

2 [Insert Arizona Attorney General Letter Head]
3

4 [Date]
5
6

7 Greetings,
8

9 Earlier this year my office settled with Pfizer Inc. (“Pfizer”) concerning its use of certain
10 copayment coupon cards for Estring, Quillivant XR, Quillichew ER, and Flector Patch. The
11 enclosed check reflects what you are entitled to receive pursuant to that settlement in connection
12 with your use of such coupons. Please cash or deposit this check promptly. **If you do not
deposit the check within 180 days from the date of issue printed on the check, it will
be canceled.**

13
14 If you have any questions about this check, you may call the Attorney’s General’s Consumer
15 Protection and Advocacy Section at [insert number] between the hours of [insert time], Monday
through Friday.

16 Sincerely,

17 [insert signature block]
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