



DIVISION OF
CORPORATION FINANCE

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549-4561

February 22, 2012

Matthew Lepore
Pfizer Inc.
matthew.lepore@pfizer.com

Re: Pfizer Inc.
Incoming letter dated December 20, 2011

Dear Mr. Lepore:

This is in response to your letters dated December 20, 2011 and January 12, 2012 concerning the shareholder proposal submitted to Pfizer by Donald M. Vuchetich and Susan G. Vuchetich. We also have received letters on the proponents' behalf dated January 9, 2012 and January 16, 2012. Copies of all of the correspondence on which this response is based will be made available on our website at <http://www.sec.gov/divisions/corpfin/cf-noaction/14a-8.shtml>. For your reference, a brief discussion of the Division's informal procedures regarding shareholder proposals is also available at the same website address.

Sincerely,

Ted Yu
Senior Special Counsel

Enclosure

cc: Cyril Moscow
Honigman, Miller, Schwartz and Cohn LLP
cmoscow@honigman.com

February 22, 2012

**Response of the Office of Chief Counsel
Division of Corporation Finance**

Re: Pfizer Inc.
Incoming letter dated December 20, 2011

The proposal would amend the bylaws to provide that certain controversies or claims, including those arising under the federal securities laws, shall be settled by arbitration.

There appears to be some basis for your view that Pfizer may exclude the proposal under rule 14a-8(i)(2). We note that there appears to be some basis for your view that implementation of the proposal would cause the company to violate the federal securities laws. Accordingly, we will not recommend enforcement action to the Commission if Pfizer omits the proposal from its proxy materials in reliance on rule 14a-8(i)(2). In reaching this position, we have not found it necessary to address the alternative basis for omission upon which Pfizer relies.

Sincerely,

Sirmal R. Mukerjee
Attorney-Adviser

**DIVISION OF CORPORATION FINANCE
INFORMAL PROCEDURES REGARDING SHAREHOLDER PROPOSALS**

The Division of Corporation Finance believes that its responsibility with respect to matters arising under Rule 14a-8 [17 CFR 240.14a-8], as with other matters under the proxy rules, is to aid those who must comply with the rule by offering informal advice and suggestions and to determine, initially, whether or not it may be appropriate in a particular matter to recommend enforcement action to the Commission. In connection with a shareholder proposal under Rule 14a-8, the Division's staff considers the information furnished to it by the Company in support of its intention to exclude the proposals from the Company's proxy materials, as well as any information furnished by the proponent or the proponent's representative.

Although Rule 14a-8(k) does not require any communications from shareholders to the Commission's staff, the staff will always consider information concerning alleged violations of the statutes administered by the Commission, including argument as to whether or not activities proposed to be taken would be violative of the statute or rule involved. The receipt by the staff of such information, however, should not be construed as changing the staff's informal procedures and proxy review into a formal or adversary procedure.

It is important to note that the staff's and Commission's no-action responses to Rule 14a-8(j) submissions reflect only informal views. The determinations reached in these no-action letters do not and cannot adjudicate the merits of a company's position with respect to the proposal. Only a court such as a U.S. District Court can decide whether a company is obligated to include shareholder proposals in its proxy materials. Accordingly a discretionary determination not to recommend or take Commission enforcement action, does not preclude a proponent, or any shareholder of a company, from pursuing any rights he or she may have against the company in court, should the management omit the proposal from the company's proxy material.

VIA EMAIL
shareholderproposals@sec.gov

January 16, 2012

Office of Chief Counsel
Division of Corporation Finance
U. S. Securities and Exchange Commission
100 F Street NE
Washington DC 20549

Re: *Pfizer Inc. – 2012 Annual Meeting*
Response to Supplement to Letter dated December 20, 2011
Relating to Shareholder Proposal of Donald and Susan Vuchetich

Ladies and Gentlemen:

The Pfizer Supplement dated January 12, 2012 presents several arguments in support of its no-action letter request. Each argument is defective. In particular, Pfizer omits any discussion in its request or supplement of the controlling authority, the Federal Arbitration Act ("FAA"). The Supreme Court's latest interpretation of the FAA, handed down just last week, strongly supports the legality of the Proposal.

I. Legal Opinion

Our response contained a legal opinion of Professor Adam C. Pritchard, a recognized scholar in corporate and securities law, that demonstrated the deficiencies in the Skadden Opinion relied upon by Pfizer. Even for expert opinions included in registration statements filed under the Securities Act of 1933, the Division of Corporation Finance "does not object to the view that counsel though not admitted to practice in Delaware is generally deemed capable of opining on Delaware law" (Staff Legal Bulletin no. 19) CF. Professor Pritchard has been teaching Delaware corporate law to law students for many years and has authored a number of articles interpreting Delaware law and therefore is eminently qualified to offer an opinion on Delaware law.

The Skadden Opinion, although by a firm with some lawyers admitted to the Delaware bar, is nonetheless entitled to little weight, given its lack of supporting authority and speculative reasoning. More fundamentally, the Skadden Opinion – unlike Professor Pritchard's opinion – fails to even discuss the effect of the Federal Arbitration Act on Delaware law. Under the Supremacy Clause, it is the FAA that controls with respect to the proposed bylaw in the Proposal. Delaware courts are not permitted to ignore the FAA.

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II. Possible Bylaw Litigation

Pfizer predicts that the Proposal, if adopted, will be challenged in litigation. That concern is not a basis for exclusion – it belongs in Pfizer's opposition statement. The concern also is overstated in light of recent United States Supreme Court decisions supporting arbitration provisions.

III. Legal Uncertainty

Pfizer refers to no-action letters that have granted relief where legality may be uncertain. Surely, however, a company does not meet its burden of establishing illegality by speculative arguments unsupported by controlling precedent. And a proponent cannot be expected to overcome all conceivable opposing arguments. On more than one occasion, the Staff had denied no-action requests where a claim of illegality was supported by opinions of Delaware counsel. *See e.g. Bank of America Corp.* (Jan. 6, 2009) and *American International Group, Inc.* (Mar. 13, 2009).

IV. Federal Arbitration Act – Delaware Law

Most importantly, Pfizer does not mention the major defect in its request for a no-action letter. As was pointed out in our response, federal case authority, culminating in *AT&T Mobility v. Concepcion*, 131 S. Ct. 1740 (2011), does not allow a state court to discriminate against agreements to arbitrate. Even if a Delaware court were inclined to adopt a policy precluding arbitration, as suggested by the Skadden Opinion, that approach would violate the FAA. The Staff is not free to assume that a Delaware court would adopt a position in violation of federal law. Thus, Pfizer has not met its burden of establishing an inconsistency with law, which necessarily includes both state *and* federal law.

V. Section 29(a)

- a. Pfizer has waived its Section 29(a) argument.

In the Supplement, Pfizer, for the first time, claims that the Proposal violates Section 29(a) of the Securities Exchange Act. As an initial matter, this argument appears to run foul of Rule 14a-8(j)'s requirement that the company "must file its reasons with the Commission no later than 80 calendar days before it files its definitive proxy statement and form of proxy with the Commission." Accordingly, Pfizer has waived its opportunity to present this argument and it should not be considered. Staff Legal Bulletin 14 provides that arguments not presented will not be considered; presumably, this interpretation also precludes the consideration of reasons that are not filed as required by Rule 14a-8(j).

- b. Pfizer's Section 29(a) argument fails on the merits.

The Federal Arbitration Act “manifest[s] a ‘liberal federal policy favoring arbitration agreements,’” *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 25 (1991) (quoting *Moses H. Cone Mem’l Hosp.*, 460 U.S. at 24). Courts therefore must “rigorously enforce agreements to arbitrate,” *Shearson/American Express, Inc. v. McMahon*, 482 U.S. 220, 226 (1987) (quoting *Dean Witter Reynolds v. Byrd*, 470 U.S. 213, 221 (1985) (internal quotation mark omitted)). The strong federal policy favoring arbitration applies with full force “when a party bound by an agreement raises a claim founded on statutory rights.” *Id.*

The FAA’s presumption favoring arbitration is so strong that the Supreme Court repeatedly has required enforcement of agreements to arbitrate a federal statutory claim. See, e.g., *Green Tree Fin. Corp. v. Randolph*, 531 U.S. 79 (Truth in Lending Act claims are subject to arbitration); *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20 (Age Discrimination in Employment Act claims subject to arbitration); *Rodriguez de Quijas v. Shearson/American Express, Inc.*, 490 U.S. 477 (1989) (Securities Act actions subject to arbitration); *McMahon*, 482 U.S. 220 (Securities Exchange Act and Racketeer Influenced and Corrupt Organizations Act claims subject to arbitration); *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 628 (1985) (federal antitrust claims subject to arbitration).

Critically, the Supreme Court in several cases has addressed general anti-waiver clauses in federal statutes. In each case, the Court has required arbitration pursuant to the Federal Arbitration Act. See, e.g., *14 Penn Plaza LLC et. al. v. Pyett*, 556 U.S. 247 (2009). In its latest interpretation of the FAA on Jan. 10, 2012, the Supreme Court was emphatic that general anti-waiver provisions, such as the one in Section 29(a), are not a barrier to the enforcement of an arbitration provision pursuant to the FAA. See *CompuCredit Corp. v. Greenwood*, -- S. Ct. – (U.S. January 10, 2012) (slip op. at 10) (“Because the CROA is silent on whether claims under the Act can proceed in an arbitrable forum, the FAA requires the arbitration agreement to be enforced according to its terms.”)

The general anti-waiver clauses of the federal securities laws are no different from the one interpreted by the Court in *CompuCredit*. Section 29(a) of the Exchange Act provides: “Any condition, stipulation, or provision binding any person to waive compliance with any provision of this chapter or of any rule or regulation thereunder ... shall be void.” The Supreme Court has held that the anti-waiver provisions of the securities laws do not apply to procedural provisions, such as contractual agreements requiring arbitration. See *Rodriguez de Quijas v. Shearson/American Express, Inc.*, 490 U.S. 477, 482 (1989) (construing § 14 of the Securities Act, which is identical to § 29(a) of the Exchange Act). “By its terms, § 29(a) only prohibits waiver of the substantive obligations imposed by the Exchange Act.” *McMahon*, 482 U.S. at 228. In a similar

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vein, the Commission has taken the position that § 29(a) only bars provisions that “effect[] a waiver of the other party’s duty to comply with the Exchange Act.” Brief for the Securities and Exchange Commission as Amicus Curiae Supporting Petitioners, *Shearson/American Express, Inc. v. McMahon*, 1986 WL 727882. The Proposal does not purport to waive compliance with any provision of the Exchange Act; instead, it stipulates an alternative forum for the enforcement of rights created by the securities laws.¹

When Congress intends to preclude arbitration, it is quite capable of demonstrating its intent. There is no provision of the Exchange Act that would support the argument that Congress had such an intent with respect to claims arising under that law. Indeed, when Congress has wanted to vest the Commission with the power to preclude or limit the use of arbitration, it has made that grant of authority explicit. 15 U.S.C. § 780(0) (“The [Securities and Exchange] Commission, by rule, may prohibit, or impose conditions or limitations on the use of, agreements that require customers or clients of any broker, dealer, or municipal securities dealer to arbitrate any future dispute between them arising under the Federal securities laws, the rules and regulations thereunder, or the rules of a self-regulatory organization if it finds that such prohibition, imposition of conditions, or limitations are in the public interest and for the protection of investors”). Congress has not vested the Commission with such authority in the context of the type of disputes covered by the Proposal. In the absence of such authority, there is no reason to question the application of the Federal Arbitration Act.

According to the Supreme Court “[S]o long as the prospective litigant effectively may vindicate its statutory cause of action in the arbitral forum, the statute will continue to serve both its remedial and deterrent function.” *Mitsubishi Motors*, 473 U.S. at 637. The Supreme Court has not found that arbitration undermines the remedial and deterrent purposes of the Exchange Act; instead, the Court has repeatedly concluded that arbitration is consistent with those purposes.

The Supreme Court was emphatic in *CompuCredit* that arbitration is the equivalent of litigation: “we have repeatedly recognized that contractually required arbitration of claims satisfies the statutory prescription of civil liability in court.” *Id.* at 6. The Supreme Court makes plain in *CompuCredit* that arbitration of a claim is not tantamount to waiver of that claim. All that is required is “*the guarantee of the legal power to*

¹ The No-Action Letter granted to Alaska Air, SEC No-Action Letter, 2011 WL 916161 (Mar. 11, 2011), offers Pfizer no support. The proposal offered in Alaska Air included a partial waiver of the fraud-on-the-market presumption created by the Supreme Court in *Basic Inc. v. Levinson*, 485 U.S. 224 (1988). The Proposal submitted here deals with arbitration supported by a federal statute, a clearly procedural matter, not the fraud-on-the-market presumption. *CompuCredit Corp.*, *supra*, slip op. at 5-6.

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impose legal liability.” *Id.* at 7 (emphasis added). The Proposal in no way interferes the legal power to impose legal liability under the federal securities laws. In sum, the Supreme Court could not be more clear on the question presented by Pfizer’s request: “we have repeatedly recognized that contractually required arbitration of claims satisfies the statutory prescription of civil liability in court.” *CompuCredit, supra*, slip op. at 6.

VI. Conclusion

For the reasons in our initial response and set forth above, the no-action request should be denied.

Please feel free to communicate with me at 313-465-7486 and send any communications by email to me at czm@honigman.com.

Respectfully submitted,



Cyril Moscow

Enclosure

cc: Matthew Lepore
Donald Vuchetich
Adam C. Pritchard



Matthew Lepore
Vice President and Corporate Secretary
Chief Counsel – Corporate Governance

Pfizer Inc.
235 East 42nd Street, MS 235/19/02, New York, NY 10017
Tel 212 733 7513 Fax 212 338 1928
matthew.lepore@pfizer.com

BY EMAIL (shareholderproposals@sec.gov)

January 12, 2012

U.S. Securities and Exchange Commission
Division of Corporation Finance
Office of Chief Counsel
100 F Street, N.E.
Washington, D.C. 20549

RE: Pfizer Inc. – 2012 Annual Meeting
Supplement to Letter dated December 20, 2011
Relating to Shareholder Proposal of
Donald and Susan Vuchetich

Ladies and Gentlemen:

We refer to our letter dated December 20, 2011 (the “No-Action Request”), pursuant to which we requested that the Staff of the Division of Corporation Finance (the “Staff”) of the Securities and Exchange Commission (the “Commission”) concur with our view that the shareholder proposal and supporting statement (collectively, the “Proposal”) submitted by Donald and Susan Vuchetich (together, the “Proponent”) may properly be omitted from the proxy materials to be distributed by Pfizer Inc., a Delaware corporation (“Pfizer”), in connection with its 2012 annual meeting of shareholders (the “2012 proxy materials”).

This letter is in response to the letter to the Staff, dated January 9, 2012, submitted by Cyril Moscow on behalf of the Proponent (the “Proponent’s Letter”), including the letter from Professor Adam C. Pritchard regarding certain matters related to Delaware law (the “Pritchard Letter”), and supplements the No-Action Request. In accordance with Rule 14a-8(j), a copy of this letter is also being sent to the Proponent.

I. The Proposal May Be Properly Excluded Pursuant to Rule 14a-8(i)(2) and Rule 14a-8(i)(6)

As described in the No-Action Request, the Proposal may be properly excluded pursuant to Rule 14a-8(i)(2) and Rule 14a-8(i)(6) because the Proposal, if implemented,

would cause Pfizer to violate Delaware law and therefore Pfizer would lack the power to implement the Proposal.

As an initial matter, we note that the No-Action Request included the opinion of Skadden, Arps, Slate, Meagher & Flom LLP (the "Skadden Opinion"), which stated that "[m]embers of [Skadden, Arps, Slate, Meagher & Flom LLP] are admitted to the bar of the Supreme Court of the State of Delaware." In contrast, we have confirmed with the Clerk of the Supreme Court of the State of Delaware that Professor Pritchard is not admitted to the Delaware bar. Therefore, in accordance with Staff Legal Bulletin No. 14 (July 31, 2011), the Skadden Opinion should be given more weight than the Pritchard Letter because the Skadden Opinion was authored by counsel "licensed to practice law in the jurisdiction where the law is at issue."

The Proposal contains a binding bylaw amendment, and not merely a request that Pfizer amend its By-laws. If the Proposal were voted on and approved by Pfizer shareholders, Pfizer would have no discretion to choose whether or not to implement the Proposal. As we believe the bylaw amendment contained in the Proposal violates Delaware law, for the reasons provided in the Skadden Opinion, it is likely that implementation of the bylaw amendment would be subject to legal challenges. Pfizer should not be required to include a proposal to adopt a binding bylaw amendment in the 2012 proxy materials where the bylaw amendment would, if adopted, likely be the subject of costly litigation. Furthermore, even if the Staff believes that the legality of the bylaw amendment contained in the Proposal is an open question, the Staff has previously concurred with the exclusion of shareholder proposals to amend a company's bylaws under Rule 14a-8(c)(1), the predecessor to Rule 14a-8(i)(1), a sister rule to Rule 14a-8(i)(2), where the Staff found that the proposed bylaw amendments were of "questionable validity." See *Radiation Care, Inc.* (Dec. 22, 1994) and *Pennzoil Corp.* (Feb. 24, 1993, reconsideration denied, March 22, 1993).

We note that the Proponent's Letter suggests that the Skadden Opinion should not be given appropriate weight because "the Skadden Opinion is not supported by any relevant Delaware statutory or case authority." As an initial matter, we believe the Proponent completely mischaracterizes the Skadden Opinion. As is typically the case, the Skadden Opinion uses legal reasoning from existing Delaware case law to come to an opinion as to how a Delaware court would likely view a novel question presented by the Proposal. In any event, even if the Proponent's characterization was accepted as accurate, the Staff has previously allowed for the exclusion of shareholder proposals pursuant to Rule 14a-8(i)(2) where there was no case law directly on point. See *General Motors Corp.* (April 19, 2007) (shareholder proposal requiring directors to oversee certain functional groups excludable pursuant to Rule 14a-8(i)(2) even though the company's Delaware counsel expressly noted that there was "no Delaware case that specifically addresses the validity of the Proposed Bylaw or a similar bylaw"); and *Citigroup Inc.* (Feb. 18, 2009) (shareholder proposal to amend the company's bylaws to establish a board committee on U.S. Economic Security excludable pursuant to Rule 14a-8(i)(2) where the proponent argued that, because there had not been a court decision regarding the matters addressed in the Delaware law opinion related to the no-action request, the Staff should not grant no-action relief to the company).

In addition to the arguments regarding Delaware law contained in the No-Action Request, we are of the view that implementation of the Proposal would cause Pfizer to violate the federal securities laws and therefore the Proposal also is excludable pursuant to Rule 14a-8(i)(2) and Rule 14a-8(i)(6). Specifically, Pfizer believes that adoption of the bylaw amendment contained in the Proposal would be in violation of Section 29 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Section 29(a) of the Exchange Act states that "[a]ny condition, stipulation, or provision binding any person to waive compliance with any provision of this title or of any rule or regulation thereunder, or of any rule of an exchange required thereby shall be void." Section (e) of the bylaw amendment contained in the Proposal would prevent any shareholder who has a claim subject to arbitration from bringing a claim in a representative capacity on behalf of a class of Pfizer shareholders, effectively waiving shareholders' abilities to bring claims under Section 10(b) and Rule 10b-5 of the Exchange Act. The Staff has previously concurred with the exclusion, pursuant to Rule 14a-8(i)(2), of a shareholder proposal submitted by Professor Pritchard relating to a charter amendment where the company argued that the charter amendment would, if implemented, cause the company to violate Section 29(a) of the Exchange Act. See *Alaska Air Group, Inc.* (March 11, 2011) (shareholder proposal requesting that the company initiate the appropriate process to amend its charter to provide for a partial waiver of the "fraud-on-the-market" presumption of reliance excludable pursuant to Rule 14a-8(i)(2) because the proposed charter amendment would violate Section 29(a) of the Exchange Act).

II. Conclusion

For the reasons stated above and in the No-Action Request, we request the Staff's concurrence that it will take no action if Pfizer excludes the Proposal from its 2012 proxy materials pursuant to Rule 14a-8(i)(2) and Rule 14a-8(i)(6).

Should any additional information be desired in support of Pfizer's position, we would appreciate the opportunity to confer with the Staff concerning these matters prior to the issuance of the Staff's response. Please do not hesitate to contact me at (212) 733-7513 or Marc S. Gerber of Skadden, Arps, Slate, Meagher & Flom LLP at (202) 371-7233.

Very truly yours,



Matthew Lepore
Vice President and Corporate Secretary
Chief Counsel – Corporate Governance

cc: Donald and Susan Vuchetich

VIA E-MAIL:
shareholderproposals@sec.gov

January 9, 2012

Office of Chief Counsel
Division of Corporation Finance
U. S. Securities and Exchange Commission
100 F Street NE
Washington DC 20549

Re: Pfizer, Inc. 2012 Annual Meeting Shareholder Proposal of Donald and Susan Vuchetich

Ladies and Gentlemen:

This letter, filed pursuant to Rule 14a-8(k), responds to the no-action request submitted by Pfizer, Inc. (the "Request") relating to the shareholder proposal of Mr. and Mrs. Vuchetich (the "Proposal"). The Request is based on a legal opinion (the "Skadden Opinion") to the effect that the Proposal would be inconsistent with Delaware law and, therefore, be excludable. That is the only basis presented for exclusion.

To rebut the Skadden Opinion, I attach the opinion of Professor Adam C. Pritchard to the effect that the Proposal is not inconsistent with Delaware law and, if it were deemed to be inconsistent, the Federal Arbitration Act would preempt the Delaware law.

As pointed out in Professor Pritchard's opinion, the Skadden Opinion is not supported by any relevant Delaware statutory or case authority. The Pennsylvania authority cited dealing with an arbitration bylaw, *Kirleis v. Dickie, McCamey & Chilcote, P.C.*, 560 F.3d 156, 163 (3d Cir. 2009), denied summary judgment because of a factual dispute. More importantly, the strict test applied for contract formation by the Federal Third Circuit Court of Appeals in that case was rejected by a later decision of that Court as inconsistent with the Federal Arbitration Act, *Century Indemnity Co. v. Certain Underwriters at Lloyd's London*, 584 F.3d 513 (3d Cir. 2009).

In light of the weakness of the Request under Delaware law and the strong support of arbitration provisions by the United States Supreme Court, particularly in *AT&T Mobility LLC v. Concepcion*, 131 S. Ct. 1740 (2011), the Proposal should be presented to shareholders.

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Since Pfizer, Inc. has not met its burden of establishing a ground for exclusion, the no-action letter request should be denied.

Respectfully submitted,



Cyril Moscow

Enclosures

cc: Matthew Lepore, Pfizer, Inc.
Donald Vuchetich

ADAM CHRISTOPHER PRITCHARD
Frances and George Skestos Professor of Law
Director, Empirical Legal Studies

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10 February 2012

Donald M. Vuchetich
Susan G. Vuchetich

*** FISMA & OMB Memorandum M-07-16 ***

Dear Mr. and Mrs. Vuchetich:

You have requested that I provide you with my opinion with respect to the matters covered by the Opinion of Skadden, Arps, Slate, Meagher & Flom LLP, dated December 20, 2011 to Pfizer Inc relating to your shareholder proposal (the "Proposal"). I am the Frances and George Skestos Professor of Law at the University of Michigan Law School. I have taught and written in the areas of corporate and securities law since 1998. My principal focus in the corporate law class that I teach is Delaware corporate law. I have also written on Delaware corporate law as part of my research. My curriculum vitae is attached as Exhibit A.

The Skadden Opinion reaches a conclusion that the bylaw submitted in the Proposal would "likely be held to be inconsistent with Delaware law and therefore, invalid." The Skadden opinion concedes, however, that "no Delaware court has addressed the question." Moreover, the Skadden opinion points to no provision of Delaware law that would conflict with the proposed bylaw. Nor does the opinion identify any provision in the Pfizer certificate of incorporation that would conflict with the proposed bylaw. In my opinion, the Proposal would not be inconsistent with Delaware law and a Delaware court would permit its implementation.

It is established in Delaware that the corporate charter and bylaws constitute agreements among the corporation and the shareholders. *Airgas Inc. v. Air Products and Chems. Inc.* 8 A.3d 1182-1188 (Del. 2010) ("charters and bylaws are contracts among a corporation's shareholders"). Moreover, as contracts they are to be interpreted according to the "general rules of contract interpretation." *Centaur Partners, IV v National Intergroup, Inc.*, 582 A.2d 923, 927 (1990). Like all contracts, bylaws are intended to be binding on shareholders of Delaware corporations. *CA, Inc. v AFSCME Employees Plan*, 953 A.2d 227, 234 (2008) ("bylaws by their very nature set down rules and procedures that bind a corporation's board and its shareholders"). In applying these principles, Delaware is in the mainstream of American corporate law. The corporation treatises commonly state that bylaws are regarded as contracts. See, e.g., 8 Fletcher Cyclopedia of the Law of Corporations, § 4198.

It follows from the principle that bylaws are to be interpreted according to "the general rules of contract interpretation" that the proposed bylaw would be enforced by a Delaware court. Under the

Federal Arbitration Act, courts are obliged to follow ordinary principles of contract law in determining whether there is an agreement to arbitrate. *First Options v. Kaplan*, 514 U.S. 938, 944 (1995). Under Delaware law, it is not necessary to have a traditional signed agreement to form a contract within the scope of the Federal Arbitration Act. In *Westendorf v Gateway 2000, Inc.*, 2000 Del. Ch. Lexis 54 (2000), the court found that the plaintiff was bound by an arbitration provision contained in materials inserted in a computer box, even though she never expressly agreed to arbitration. The *Westendorf* court stated:

The United States Supreme Court has held that there is a presumption favoring arbitration unless: "it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute." Likewise, the Delaware Supreme Court has stated that "the public policy of this state favors the resolution of disputes through arbitration." The Court of Chancery has noted that "there is a presumption in favor of arbitration unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute." Accordingly, Delaware's Uniform Arbitration Act is consistent with the Federal Arbitration Act, and its "strong federal policy in support of arbitration."

To be sure, an agreement to arbitrate must be clearly expressed, *Parfi Holding AB v. Mirror Image Internet, Inc.*, 817 A.2d 149, 160 (2002), but the proposed bylaw is quite clear on the point that both state and federal claims would be subject to arbitration. Moreover, all shareholders would be on notice of the provisions once it was included in the company's proxy statement and filed with the SEC. As such, there is no obstacle to its enforcement by a Delaware court.

Delaware courts also enforce forum selection clauses. Arbitration provisions are one example of a forum selection provision. *Shearson/American Express, Inc. v. McMahon*, 482 U.S. 220, 255 n. 11 (1987). Recently, the Delaware Court of Chancery suggested that charter amendments could be used for forum selection clauses. *In re Revlon Shareholders Litigation*, 990 A.2d, 960, Del. Ch. 2010 ("if boards of directors and stockholders believe that a particular forum would provide an efficient and value-promoting focus for dispute resolution, the corporations are free to respond with charter revisions selecting an exclusive forum for intra-entity disputes"). Given that bylaws are subject "the general rules of contract interpretation," if forum selection clauses are enforceable under Delaware law, then bylaw arbitration provisions must be enforceable as well. If Delaware courts would enforce a forum selection clause, the Federal Arbitration Act requires them to also enforce an agreement to arbitrate. Delaware courts are not allowed to discriminate against agreements to arbitrate. *AT&T Mobility LLC v. Concepcion*, 131 S. Ct. 1740 (2011).

Based on the foregoing, it is my opinion that the proposed by-law is enforceable under Delaware law and the Federal Arbitration Act. I consent to your furnishing a copy of this opinion to the staff of the Securities and Exchange Commission in connection with the no-action request that Pfizer has made with respect to your proposed by-law.

Sincerely yours,



Adam C. Pritchard

Adam Christopher Pritchard

*University of Michigan Law School
Room 1039, Legal Research
625 South State Street
Ann Arbor, MI 48109-1215*

*(W) (734) 647-4048
(H) *** FISMA & OMB Memorandum M-07-16 ***
Fax: (734) 647-7349
acplaw@umich.edu*

EXPERIENCE

University of Michigan Law School

*Frances and George Skestos Professor of Law. November 2008-present.
Professor. September 2003-October 2008.
Assistant Professor. June 1998-August 2003.*

- Edwin N. West Faculty Recognition Award, 2001.

University of Iowa Law School

Visiting Professor. August 2003, August 2004, August 2005, August 2006.

Georgetown University Law Center

Visiting Assistant Professor. June 2002-May 2003.

Cato Institute

Visiting Fellow in Capital Market Studies. March 2002-May 2002.

Northwestern University School of Law

Visiting Assistant Professor. January 1998-May 1998.

Office of the General Counsel, Securities and Exchange Commission

*Visiting Scholar. January 2002-March 2002.
Senior Counsel, Appellate Section. August 1997-December 1997.
Attorney, Appellate Section. May 1996-August 1997.*

- Law & Policy Award, 1997.

Bickel & Brewer

Associate. September 1994-May 1996.

Office of the Solicitor General, United States Department of Justice

Bristow Fellow. September 1993-August 1994.

Hon. J. Harvie Wilkinson III, United States Court of Appeals

Judicial Clerk. July 1992-August 1993.

BOOKS

Securities Regulation: Essentials (Aspen Publishers, 2008) (with Stephen J. Choi).

Securities Regulation: Cases and Analysis (Foundation Press, 1st ed. 2005, 2nd ed. 2008, 3rd ed. 2011) (with Stephen J. Choi).

From: Gerber, Marc S [Marc.Gerber@skadden.com]
Sent: Tuesday, December 20, 2011 6:10 PM
To: shareholderproposals
Cc: Gerber, Marc S; Denton, J. Russel
Subject: Pfizer No-Action Request (Vuchetich)
Attachments: Pfizer No-Action Request (Vuchetich).PDF

Dear Sir or Madam:

On behalf of our client, Pfizer Inc., please find the attached no-action request (and related exhibits thereto) with respect to a shareholder proposal submitted pursuant to Rule 14a-8 by Donald and Susan Vuchetich for inclusion in the proxy materials to be distributed by the Company in connection with its 2012 annual meeting of shareholders.

Please contact Matthew Lepore of Pfizer (212-733-7513) or the undersigned if you have any questions or need additional information. A copy of this request is being sent by overnight courier to the Vuchetiches.

Very truly yours,

Marc S. Gerber
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W. | Washington | D.C. | 20005
T: 202.371.7233 | F: 202.661.8280
marc.gerber@skadden.com

Skadden

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Further information about the firm, a list of the Partners and their professional qualifications will be provided upon request.



Matthew Lepore
Vice President and Corporate Secretary
Chief Counsel – Corporate Governance

Pfizer Inc.
235 East 42nd Street, MS 235/19/02, New York, NY 10017
Tel 212 733 7513 Fax 212 338 1928
matthew.lepore@pfizer.com

BY EMAIL (shareholderproposals@sec.gov)

December 20, 2011

U.S. Securities and Exchange Commission
Division of Corporation Finance
Office of Chief Counsel
100 F Street, N.E.
Washington, D.C. 20549

RE: Pfizer Inc. – 2012 Annual Meeting
Omission of Shareholder Proposal of
Donald and Susan Vuchetich

Ladies and Gentlemen:

We are writing pursuant to Rule 14a-8(j) promulgated under the Securities Exchange Act of 1934, as amended, to request that the Staff of the Division of Corporation Finance (the "Staff") of the Securities and Exchange Commission (the "Commission") concur with our view that, for the reasons stated below, Pfizer Inc., a Delaware corporation ("Pfizer"), may exclude the shareholder proposal and supporting statement (the "Proposal") submitted by Donald and Susan Vuchetich (together, the "Proponent") from the proxy materials to be distributed by Pfizer in connection with its 2012 annual meeting of shareholders (the "2012 proxy materials").

In accordance with Section C of Staff Legal Bulletin No. 14D (November 7, 2008) ("SLB 14D"), we are emailing this letter and its attachments to the Staff at shareholderproposals@sec.gov. In accordance with Rule 14a-8(j), we are simultaneously sending a copy of this letter and its attachments to the Proponent as notice of Pfizer's intent to omit the Proposal from the 2012 proxy materials.

Rule 14a-8(k) and Section E of SLB 14D provide that shareholder proponents are required to send companies a copy of any correspondence that the shareholder proponents elect to submit to the Commission or the Staff. Accordingly, we are taking this opportunity to remind the Proponent that if the Proponent submits correspondence to the Commission or the Staff with respect to the Proposal, a copy of that correspondence should concurrently be furnished to the undersigned.

I. The Proposal

The text of the resolution contained in the Proposal, which is a mandatory amendment to Pfizer's By-laws, is copied below:

Resolved, that the bylaws are amended to add the following article:

(a) Any controversy or claim brought directly or derivatively by any present or former shareholder of the Corporation as a present or former stockholder, whether against the Corporation, in the name of the Corporation or otherwise, arising out of or relating to any acts or omissions of the Corporation or any of its officers, directors, agents, affiliates, associates, employees or controlling persons, shall be settled by arbitration under the Federal Arbitration Act in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. In the arbitration proceedings, the parties shall be entitled to all remedies that would be available in the absence of this Article and the arbitrators, in rendering their decision, shall follow the substantive laws that would otherwise be applicable and shall state the basis of their decision. This Article shall apply, without limitation, to an action arising under any federal or state securities law.

(b) Arbitration under this Article shall be held in New York, New York, except that arbitration of disputes involving an amount in controversy of less than \$25,000 shall be held in the jurisdiction in which the claimant stockholder resides.

(c) This Article shall not apply to appraisal proceedings or to a claim for damages in excess of \$3,000,000. Any claim brought derivatively will be subject to requirements applicable to derivative proceedings in Delaware.

(d) Any party, upon submitting a matter to arbitration as required by this Article, may seek a temporary restraining order or preliminary injunction on an individual basis from a court of competent jurisdiction pending the outcome of the arbitration.

(e) No controversy or claim subject to arbitration under this Article may be brought in a representative capacity on behalf of a class of stockholders or former stockholders.

(f) The parties to any proceeding may agree not to arbitrate all or part of any controversy or claim, on the selection of arbitrators, and the location and procedures applicable to any proceeding.

(g) This Article shall be effective 30 days after it is adopted (the "Effective Date"). This Article shall not apply to controversies or claims relating to (i) shares acquired by the claimant prior to the Effective Date or (ii)

claims arising out of actions or omissions occurring prior to the Effective Date.

(h) The board of directors may adopt reasonable alternative arbitration procedures with respect to future controversies or claims.

II. Bases for Exclusion

We hereby respectfully request that the Staff concur in Pfizer's view that it may exclude the Proposal from the 2012 proxy materials pursuant to:

- Rule 14a-8(i)(2) because implementation of the Proposal would violate Delaware law; and
- Rule 14a-8(i)(6) because Pfizer lacks the power or authority to implement the Proposal.

III. Background

The Proponent submitted an earlier version of the Proposal to Pfizer on November 22, 2011. A copy of that proposal, the cover letter and the accompanying broker letter are attached hereto as Exhibit A. On December 1, 2011, in accordance with Rule 14a-8(f), Pfizer sent the Proponent a letter indicating that the proposal was more than 500 words and therefore did not comply with Rule 14a-8(d). A copy of Pfizer's letter is attached hereto as Exhibit B. On December 7, 2011, Pfizer received the revised Proposal via facsimile. A copy of the Proposal and related cover letter are attached hereto as Exhibit C.

IV. The Proposal May Be Excluded Pursuant to Rule 14a-8(i)(2) Because Implementation of the Proposal Would Violate State Law.

Rule 14a-8(i)(2) permits a company to exclude a shareholder proposal if implementation of the proposal would cause the company to violate any state, federal or foreign law to which it is subject. As discussed below and based upon the legal opinion of Skadden, Arps, Slate, Meagher & Flom LLP regarding Delaware law, attached hereto as Exhibit D (the "Delaware Opinion"), implementation of the Proposal would cause Pfizer to violate Delaware law. Accordingly, the Proposal is excludable under Rule 14a-8(i)(2) as a violation of law.

The Proposal is a mandatory amendment to Pfizer's By-laws that would prohibit, subject to certain exceptions, any present or former shareholder of Pfizer from bringing any claims against Pfizer, or its directors and officers, in court (including Delaware courts) and instead require such persons to arbitrate such claims.

Pfizer is incorporated in the State of Delaware. As more fully described in the Delaware Opinion, a Delaware corporation's bylaws may not contain a provision that is inconsistent with law. Additionally, under Delaware law, a party cannot be required to

arbitrate the merits of a dispute in the absence of a clear expression of such intent in a valid agreement. Furthermore, under Delaware law, a party has the right to have the merits of claims for breaches of fiduciary duty adjudicated by the Delaware Court of Chancery, absent a clear expression of an intent to arbitrate such claims. Because the Proposal would require arbitration of claims, including of breach of fiduciary duty claims, regardless of whether the claimant has clearly expressed an intent to arbitrate such claims, implementation of the Proposal would violate Delaware law.

On numerous occasions, the Staff, pursuant to Rule 14a-8(i)(2), has permitted exclusion of shareholder proposals regarding bylaw amendments that, if implemented, would cause the company to violate state law. See, e.g., *Vail Resorts, Inc.* (Sep. 16, 2011) (concurring with exclusion of shareholder proposal to amend the bylaws to "make distributions to shareholders a higher priority than debt repayment or asset acquisition" under Rule 14a-8(i)(2) because the proposal would cause the company to violate state law); *Citigroup, Inc.* (Feb. 18, 2009) (concurring with exclusion of shareholder proposal to amend the bylaws to establish a board committee on U.S. economic security under Rule 14a-8(i)(2) because the proposal would cause the company to violate state law); *Monsanto Co.* (Nov. 7, 2008, reconsideration denied, Dec. 18, 2008) (concurring with exclusion of shareholder proposal to amend the bylaws to require directors to take an oath of allegiance to the U.S. Constitution under Rule 14a-8(i)(2) because the proposal would cause the company to violate state law); and *Hewlett-Packard Co.* (Jan. 6, 2005) (concurring with exclusion of a shareholder proposal recommending that the company amend its bylaws so that no officer may receive annual compensation in excess of certain limits without approval by a vote of "the majority of the stockholders" under Rule 14a-8(i)(2) because the proposal would cause the company to violate state law).

V. The Proposal May Be Excluded Pursuant to Rule 14a-8(i)(6) Because Pfizer Lacks the Power or Authority to Implement the Proposal.

Pursuant to Rule 14a-8(i)(6), a company may exclude a proposal "if the company would lack the power or authority to implement the proposal." The Staff has recognized that proposals that, if implemented, would cause the company to breach state law may be omitted from a company's proxy statement in reliance on Rule 14a-8(i)(6). See *Citigroup, Inc.* (Feb. 18, 2009) (concurring with exclusion of shareholder proposal under both Rule 14a-8(i)(2) and Rule 14a-8(i)(6)); *NVR, Inc.* (Feb. 17, 2009) (same); *Bank of America Corp.* (Feb. 26, 2008) (same); *Noble Corp.* (Jan. 19, 2007) (same); *SBC Communications Inc.* (Jan. 11, 2004) (same); *Xerox Corp.* (Feb. 23, 2004) (same); and *Sears, Roebuck & Co.* (Feb. 17, 1989) (same, under predecessor rule); see also Section B. of SLB 14D.

As discussed above and in the Delaware Opinion, the Proposal's implementation would cause Pfizer to violate Delaware law because the mandatory amendment to Pfizer's By-laws contained in the Proposal would require Pfizer's shareholders to arbitrate claims for breaches of fiduciary duty absent a clear expression of an intent to arbitrate such claims as required by Delaware law. Thus, for substantially the same reasons that the Proposal may be

excluded under Rule 14a-8(i)(2) as violating Delaware law, it is also excludable under Rule 14a-8(i)(6) as beyond Pfizer's power to implement.

VI. Conclusion

Based upon the foregoing analysis, we respectfully request that the Staff concur that it will take no action if Pfizer excludes the Proposal from its 2012 proxy materials pursuant to Rule 14a-8(i)(2) and Rule 14a-8(i)(6). Should the Staff disagree with the conclusions set forth in this letter, or should any additional information be desired in support of Pfizer's position, we would appreciate the opportunity to confer with the Staff concerning these matters prior to the issuance of the Staff's response. Please do not hesitate to contact me at (212) 733-7513 or Marc S. Gerber of Skadden, Arps, Slate, Meagher & Flom LLP at (202) 371-7233.

Very truly yours,

A handwritten signature in black ink that reads "Matt Lepore". The signature is written in a cursive, flowing style with a long horizontal line extending to the right.

Matthew Lepore
Vice President and Corporate Secretary
Chief Counsel – Corporate Governance

Enclosures

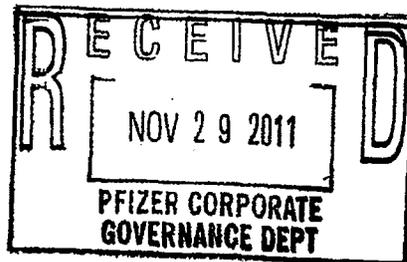
cc: Donald and Susan Vuchetich

EXHIBIT A

Donald & Susan Vuchetich

*** FISMA & OMB Memorandum M-07-16 ***

November 22, 2011



Pfizer Inc.
235 East 42nd Street
New York, NY 10017-5755
Attn: Secretary

Gentlemen:

We have enclosed a shareholder proposal with a supporting statement for inclusion in the Company's proxy statement for the 2012 annual meeting of stockholders, and a certification from our bank of our ownership of 3500 shares for more than one year. We intend to hold the shares through the date of the annual meeting and to present the proposal at the meeting.

Please contact Donald Vuchetich at *** FISMA & OMB Memorandum M-07-16 *** , if you have any questions concerning the proposal. Alternative or expanded forms of the bylaw are possible. We will be happy to discuss modifications that might make the proposal more acceptable to the Company.

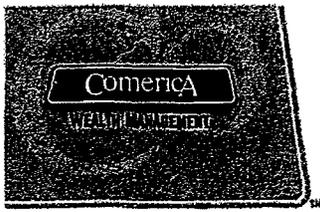
Very truly yours,

A handwritten signature in cursive script that reads "Donald M. Vuchetich".

Donald M. Vuchetich

A handwritten signature in cursive script that reads "Susan G. Vuchetich".

Susan G. Vuchetich



COMERICA WEALTH MANAGEMENT
MC 7850
101 NORTH MAIN STREET, SUITE 200, ANN ARBOR, MI 48104

November 22, 2011

Comerica Securities
101 N. Main St., Ste. 200
Ann Arbor, MI 48104

To Whom It May Concern:

We verify that as of November 22, 2011, Donald M. Vuchetich and Susan G. Vuchetich held, and have continuously held for at least one year, 3,500 shares of Pfizer Inc.

Sincerely,

A handwritten signature in black ink that reads "Paul J. Tepatti". The signature is fluid and cursive, with a long, sweeping underline.

Paul J. Tepatti
Vice President, Financial Consultant
Comerica Securities
734-930-2269

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This is for informational purposes only. It does not replace the statements or confirms sent to you on behalf of Comerica Securities, Inc.

PFIZER INC.

SHAREHOLDER ARBITRATION PROPOSAL

Resolved, that the bylaws are amended to add the following article:

(a) Any controversy or claim brought directly or derivatively by any present or former shareholder of the Corporation as a present or former stockholder, whether against the Corporation, in the name of the Corporation or otherwise, arising out of or relating to any acts or omissions of the Corporation or any of its officers, directors, agents, affiliates, associates, employees or controlling persons, shall be settled by arbitration under the Federal Arbitration Act in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. In the arbitration proceedings, the parties shall be entitled to all remedies that would be available in the absence of this Article and the arbitrators, in rendering their decision, shall follow the substantive laws that would otherwise be applicable and shall state the basis of their decision. This Article shall apply, without limitation, to an action arising under any federal or state securities law.

(b) The arbitration of any dispute pursuant to this Article shall be held in New York, New York, except that arbitration of disputes involving an amount in controversy of less than \$25,000 shall be held in the jurisdiction in which the claimant stockholder resides.

(c) This Article shall not apply to appraisal proceedings or to a claim for damages in excess of \$3,000,000. Any claim brought derivatively will be subject to requirements and procedures applicable to derivative proceedings in Delaware.

(d) Any party, upon submitting a matter to arbitration as required by this Article, may seek a temporary restraining order or preliminary injunction on an individual basis from a court of competent jurisdiction pending the outcome of the arbitration.

(e) No controversy or claim subject to arbitration under this Article may be brought in a representative capacity on behalf of a class of stockholders or former stockholders.

(f) The parties to any proceeding may agree not to arbitrate all or part of any controversy or claim, on the selection of arbitrators, and the location and procedures applicable to any proceeding.

(g) This Article shall be effective 30 days after it is adopted (the "Effective Date"). This Article shall not apply to controversies or claims relating to (i) shares acquired by the claimant prior to the Effective Date or (ii) claims arising out of actions or omissions occurring prior to the Effective Date.

(h) The board of directors may adopt reasonable alternative methods of selecting arbitrators or arbitration procedures with respect to future controversies or claims.

SHAREHOLDER ARBITRATION PROPOSAL

Supporting Statement

Lawyer driven class actions impose large burdens on corporations without meaningful benefits to shareholders. Suits commonly are filed soon after merger announcements or stock price changes to generate legal fees in settlements. Shareholders bear the ultimate costs of defending court class actions, funding settlements, and indemnifying officers and directors. Requiring arbitration on an individual basis should reduce such abuses. The proposed bylaw would affect only future purchasers of shares.

EXHIBIT B



Suzanne Y. Rolon
Director - Corporate Governance
Legal Division

Pfizer Inc
235 East 42nd Street, 19/6, New York, NY 10017-5755
Tel +1 212 733 5356 Fax +1 212 573 1853
suzanne.y.rolon@pfizer.com

Via FedEx

December, 2011

Donald M. Vuchetich
Susan G. Vuchetich

*** FISMA & OMB Memorandum M-07-16 ***

**Re: Shareholder Proposal for 2012 Annual Meeting of
Shareholders: Shareholder Arbitration Proposal**

Dear Mr. and Ms. Vuchetich:

This letter will acknowledge receipt on November 29, 2011 of your letter dated November 22, 2011 giving notice that you intend to sponsor the above proposal at our 2012 Annual Meeting of Shareholders.

Under Rule 14a-8(d) of the Securities Exchange Act of 1934, as amended, any shareholder proposal, including any accompanying supporting statement, may not exceed 500 words. We believe your submission contains more than 500 words. To remedy this defect, you must revise the proposal and supporting statement so that they do not exceed 500 words.

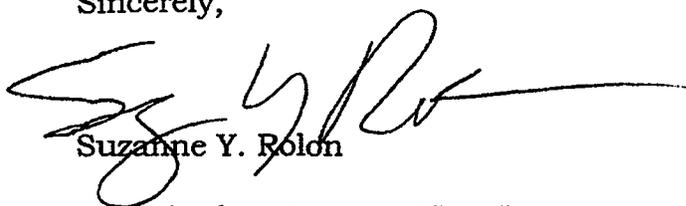
The rules of the Securities and Exchange Commission (SEC) require that your response to this letter be postmarked or transmitted electronically no later than 14 days from the date you receive this letter. Please send any response to me at the address or facsimile number provided above. For your reference, please find enclosed a copy of Rule 14a-8.

Page 2
Mr. and Ms. Vuchetich
December 1, 2011

Once we receive any response, we will be in a position to determine whether the proposal is eligible for inclusion in the proxy materials for our 2012 Annual Meeting of Shareholders. We reserve the right to seek relief from the SEC as appropriate.

We will reach out soon to arrange a convenient time to speak.

Sincerely,

A handwritten signature in black ink, appearing to read 'Suzanne Y. Rolon', with a long horizontal flourish extending to the right.

Suzanne Y. Rolon

cc: Matthew Lepore, Pfizer Inc.

Attachment

§ 240.14a-8 Shareholder proposals.

This section addresses when a company must include a shareholder's proposal in its proxy statement and identify the proposal in its form of proxy when the company holds an annual or special meeting of shareholders. In summary, in order to have your shareholder proposal included on a company's proxy card, and included along with any supporting statement in its proxy statement, you must be eligible and follow certain procedures. Under a few specific circumstances, the company is permitted to exclude your proposal, but only after submitting its reasons to the Commission. We structured this section in a question-and-answer format so that it is easier to understand. The references to "you" are to a shareholder seeking to submit the proposal.

(a) *Question 1: What is a proposal?* A shareholder proposal is your recommendation or requirement that the company and/or its board of directors take action, which you intend to present at a meeting of the company's shareholders. Your proposal should state as clearly as possible the course of action that you believe the company should follow. If your proposal is placed on the company's proxy card, the company must also provide in the form of proxy means for shareholders to specify by boxes a choice between approval or disapproval, or abstention. Unless otherwise indicated, the word "proposal" as used in this section refers both to your proposal, and to your corresponding statement in support of your proposal (if any).

(b) *Question 2: Who is eligible to submit a proposal, and how do I demonstrate to the company that I am eligible?* (1) In order to be eligible to submit a proposal, you must have continuously held at least \$2,000 in market value, or 1%, of the company's securities entitled to be voted on the proposal at the meeting for at least one year by the date you submit the proposal. You must continue to hold those securities through the date of the meeting.

(2) If you are the registered holder of your securities, which means that your name appears in the company's records as a shareholder, the company can verify your eligibility on its own, although you will still have to provide the company with a written statement that you intend to continue to hold the securities through the date of the meeting of shareholders. However, if like many shareholders you are not a registered holder, the company likely does not know that you are a shareholder, or how many shares you own. In this case, at the time you submit your proposal, you must prove your eligibility to the company in one of two ways:

(i) The first way is to submit to the company a written statement from the "record" holder of your securities (usually a broker or bank) verifying that, at the time you submitted your proposal, you continuously held the securities for at least one year. You must also include your own written statement that you intend to continue to hold the securities through the date of the meeting of shareholders; or

(ii) The second way to prove ownership applies only if you have filed a Schedule 13D (§240.13d-101), Schedule 13G (§240.13d-102), Form 3 (§249.103 of this chapter), Form 4 (§249.104 of this chapter) and/or Form 5 (§249.105 of this chapter), or amendments to those documents or updated forms, reflecting your ownership of the shares as of or before the date on which the one-year eligibility period begins. If you have filed one of these documents with the SEC, you may demonstrate your eligibility by submitting to the company:

(A) A copy of the schedule and/or form, and any subsequent amendments reporting a change in your ownership level;

(B) Your written statement that you continuously held the required number of shares for the one-year period as of the date of the statement; and

(C) Your written statement that you intend to continue ownership of the shares through the date of the company's annual or special meeting.

(c) *Question 3: How many proposals may I submit?* Each shareholder may submit no more than one proposal to a company for a particular shareholders' meeting.

(d) *Question 4: How long can my proposal be?* The proposal, including any accompanying supporting statement, may not exceed 500 words.

(e) *Question 5: What is the deadline for submitting a proposal?* (1) If you are submitting your proposal for the company's annual meeting, you can in most cases find the deadline in last year's proxy statement. However, if the company did not hold an annual meeting last year, or has changed the date of its meeting for this year more than 30 days from last year's meeting, you can usually find the deadline in one of the company's quarterly reports on Form 10-Q (§249.308a of this chapter), or in shareholder reports of investment companies under §270.30d-1 of this chapter of the Investment Company Act of 1940. In order to avoid controversy, shareholders should submit their proposals by means, including electronic means, that permit them to prove the date of delivery.

(2) The deadline is calculated in the following manner if the proposal is submitted for a regularly scheduled annual meeting. The proposal must be received at the company's principal executive offices not less than 120 calendar days before the date of the company's proxy statement released to shareholders in connection with the previous year's annual meeting. However, if the company did not hold an annual meeting the previous year, or if the date of this year's annual meeting has been changed by more

than 30 days from the date of the previous year's meeting, then the deadline is a reasonable time before the company begins to print and send its proxy materials.

(3) If you are submitting your proposal for a meeting of shareholders other than a regularly scheduled annual meeting, the deadline is a reasonable time before the company begins to print and send its proxy materials.

(f) *Question 6: What if I fail to follow one of the eligibility or procedural requirements explained in answers to Questions 1 through 4 of this section?* (1) The company may exclude your proposal, but only after it has notified you of the problem, and you have failed adequately to correct it. Within 14 calendar days of receiving your proposal, the company must notify you in writing of any procedural or eligibility deficiencies, as well as of the time frame for your response. Your response must be postmarked, or transmitted electronically, no later than 14 days from the date you received the company's notification. A company need not provide you such notice of a deficiency if the deficiency cannot be remedied, such as if you fail to submit a proposal by the company's properly determined deadline. If the company intends to exclude the proposal, it will later have to make a submission under §240.14a-8 and provide you with a copy under Question 10 below, §240.14a-8(j).

(2) If you fail in your promise to hold the required number of securities through the date of the meeting of shareholders, then the company will be permitted to exclude all of your proposals from its proxy materials for any meeting held in the following two calendar years.

(g) *Question 7: Who has the burden of persuading the Commission or its staff that my proposal can be excluded?* Except as otherwise noted, the burden is on the company to demonstrate that it is entitled to exclude a proposal.

(h) *Question 8: Must I appear personally at the shareholders' meeting to present the proposal?* (1) Either you, or your representative who is qualified under state law to present the proposal on your behalf, must attend the meeting to present the proposal. Whether you attend the meeting yourself or send a qualified representative to the meeting in your place, you should make sure that you, or your representative, follow the proper state law procedures for attending the meeting and/or presenting your proposal.

(2) If the company holds its shareholder meeting in whole or in part via electronic media, and the company permits you or your representative to present your proposal via such media, then you may appear through electronic media rather than traveling to the meeting to appear in person.

(3) If you or your qualified representative fail to appear and present the proposal, without good cause, the company will be permitted to exclude all of your proposals from its proxy materials for any meetings held in the following two calendar years.

(i) *Question 9: If I have complied with the procedural requirements, on what other bases may a company rely to exclude my proposal?* (1) Improper under state law: If the proposal is not a proper subject for action by shareholders under the laws of the jurisdiction of the company's organization;

Note to paragraph (i)(1): Depending on the subject matter, some proposals are not considered proper under state law if they would be binding on the company if approved by shareholders. In our experience, most proposals that are cast as recommendations or requests that the board of directors take specified action are proper under state law. Accordingly, we will assume that a proposal drafted as a recommendation or suggestion is proper unless the company demonstrates otherwise.

(2) *Violation of law:* If the proposal would, if implemented, cause the company to violate any state, federal, or foreign law to which it is subject;

Note to paragraph (i)(2): We will not apply this basis for exclusion to permit exclusion of a proposal on grounds that it would violate foreign law if compliance with the foreign law would result in a violation of any state or federal law.

(3) *Violation of proxy rules:* If the proposal or supporting statement is contrary to any of the Commission's proxy rules, including §240.14a-9, which prohibits materially false or misleading statements in proxy soliciting materials;

(4) *Personal grievance; special interest:* If the proposal relates to the redress of a personal claim or grievance against the company or any other person, or if it is designed to result in a benefit to you, or to further a personal interest, which is not shared by the other shareholders at large;

(5) *Relevance:* If the proposal relates to operations which account for less than 5 percent of the company's total assets at the end of its most recent fiscal year, and for less than 5 percent of its net earnings and gross sales for its most recent fiscal year, and is not otherwise significantly related to the company's business;

(6) *Absence of power/authority:* If the company would lack the power or authority to implement the proposal;

(7) *Management functions*: If the proposal deals with a matter relating to the company's ordinary business operations;

(8) *Director elections*: If the proposal:

(i) Would disqualify a nominee who is standing for election;

(ii) Would remove a director from office before his or her term expired;

(iii) Questions the competence, business judgment, or character of one or more nominees or directors;

(iv) Seeks to include a specific individual in the company's proxy materials for election to the board of directors; or

(v) Otherwise could affect the outcome of the upcoming election of directors.

(9) *Conflicts with company's proposal*: If the proposal directly conflicts with one of the company's own proposals to be submitted to shareholders at the same meeting;

Note to paragraph (i)(9): A company's submission to the Commission under this section should specify the points of conflict with the company's proposal.

(10) *Substantially implemented*: If the company has already substantially implemented the proposal;

Note to paragraph (i)(10): A company may exclude a shareholder proposal that would provide an advisory vote or seek future advisory votes to approve the compensation of executives as disclosed pursuant to Item 402 of Regulation S-K (§229.402 of this chapter) or any successor to Item 402 (a "say-on-pay vote") or that relates to the frequency of say-on-pay votes, provided that in the most recent shareholder vote required by §240.14a-21(b) of this chapter a single year (i.e., one, two, or three years) received approval of a majority of votes cast on the matter and the company has adopted a policy on the frequency of say-on-pay votes that is consistent with the choice of the majority of votes cast in the most recent shareholder vote required by §240.14a-21(b) of this chapter.

(11) *Duplication*: If the proposal substantially duplicates another proposal previously submitted to the company by another proponent that will be included in the company's proxy materials for the same meeting;

(12) *Resubmissions*: If the proposal deals with substantially the same subject matter as another proposal or proposals that has or have been previously included in the company's proxy materials within the preceding 5 calendar years, a company may exclude it from its proxy materials for any meeting held within 3 calendar years of the last time it was included if the proposal received:

(i) Less than 3% of the vote if proposed once within the preceding 5 calendar years;

(ii) Less than 6% of the vote on its last submission to shareholders if proposed twice previously within the preceding 5 calendar years; or

(iii) Less than 10% of the vote on its last submission to shareholders if proposed three times or more previously within the preceding 5 calendar years; and

(13) *Specific amount of dividends*: If the proposal relates to specific amounts of cash or stock dividends.

(j) *Question 10: What procedures must the company follow if it intends to exclude my proposal?* (1) If the company intends to exclude a proposal from its proxy materials, it must file its reasons with the Commission no later than 80 calendar days before it files its definitive proxy statement and form of proxy with the Commission. The company must simultaneously provide you with a copy of its submission. The Commission staff may permit the company to make its submission later than 80 days before the company files its definitive proxy statement and form of proxy, if the company demonstrates good cause for missing the deadline.

(2) The company must file six paper copies of the following:

(i) The proposal;

(ii) An explanation of why the company believes that it may exclude the proposal, which should, if possible, refer to the most recent applicable authority, such as prior Division letters issued under the rule; and

(iii) A supporting opinion of counsel when such reasons are based on matters of state or foreign law.

(k) *Question 11:* May I submit my own statement to the Commission responding to the company's arguments?

Yes, you may submit a response, but it is not required. You should try to submit any response to us, with a copy to the company, as soon as possible after the company makes its submission. This way, the Commission staff will have time to consider fully your submission before it issues its response. You should submit six paper copies of your response.

(l) *Question 12:* If the company includes my shareholder proposal in its proxy materials, what information about me must it include along with the proposal itself?

(1) The company's proxy statement must include your name and address, as well as the number of the company's voting securities that you hold. However, instead of providing that information, the company may instead include a statement that it will provide the information to shareholders promptly upon receiving an oral or written request.

(2) The company is not responsible for the contents of your proposal or supporting statement.

(m) *Question 13:* What can I do if the company includes in its proxy statement reasons why it believes shareholders should not vote in favor of my proposal, and I disagree with some of its statements?

(1) The company may elect to include in its proxy statement reasons why it believes shareholders should vote against your proposal. The company is allowed to make arguments reflecting its own point of view, just as you may express your own point of view in your proposal's supporting statement.

(2) However, if you believe that the company's opposition to your proposal contains materially false or misleading statements that may violate our anti-fraud rule, §240.14a-9, you should promptly send to the Commission staff and the company a letter explaining the reasons for your view, along with a copy of the company's statements opposing your proposal. To the extent possible, your letter should include specific factual information demonstrating the inaccuracy of the company's claims. Time permitting, you may wish to try to work out your differences with the company by yourself before contacting the Commission staff.

(3) We require the company to send you a copy of its statements opposing your proposal before it sends its proxy materials, so that you may bring to our attention any materially false or misleading statements, under the following timeframes:

(i) If our no-action response requires that you make revisions to your proposal or supporting statement as a condition to requiring the company to include it in its proxy materials, then the company must provide you with a copy of its opposition statements no later than 5 calendar days after the company receives a copy of your revised proposal; or

(ii) In all other cases, the company must provide you with a copy of its opposition statements no later than 30 calendar days before its files definitive copies of its proxy statement and form of proxy under §240.14a-6.

EXHIBIT C

Donald & Susan Vuchetich

*** FISMA & OMB Memorandum M-07-16 ***

Fax Transmission

December 7, 2011

Pages (including cover): 4

Recipient(s)	Company	Fax Number
Suzanne Y. Rolan	Pfizer Inc.	(212) 573-1853

Message:

Shareholder Arbitration proposal

Dec 05 11 05:14p

Don Vuchetich

*** FISMA & OMB Memorandum M-07-16 ***

P.1

Donald & Susan Vuchetich

*** FISMA & OMB Memorandum M-07-16 ***

December 7, 2011

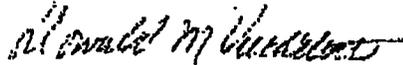
Suzanne Y. Rolan
Legal Division
Pfizer Inc.
235 East 42nd Street, 19/6
New York, NY 10017

Dear Ms. Rolan:

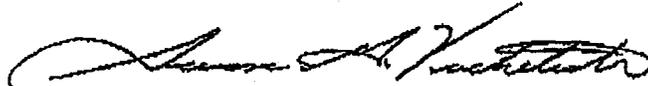
In response to your letter of December 1, 2011, we enclose a revised proposal and supporting statement that satisfies your objection concerning the number of words.

As previously indicated, we will be happy to discuss revisions to the proposal.

Very truly yours,



Donald M. Vuchetich



Susan G. Vuchetich

SHAREHOLDER ARBITRATION PROPOSAL

Resolved, that the bylaws are amended to add the following article:

(a) Any controversy or claim brought directly or derivatively by any present or former shareholder of the Corporation as a present or former stockholder, whether against the Corporation, in the name of the Corporation or otherwise, arising out of or relating to any acts or omissions of the Corporation or any of its officers, directors, agents, affiliates, associates, employees or controlling persons, shall be settled by arbitration under the Federal Arbitration Act in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. In the arbitration proceedings, the parties shall be entitled to all remedies that would be available in the absence of this Article and the arbitrators, in rendering their decision, shall follow the substantive laws that would otherwise be applicable and shall state the basis of their decision. This Article shall apply, without limitation, to an action arising under any federal or state securities law.

(b) Arbitration under this Article shall be held in New York, New York, except that arbitration of disputes involving an amount in controversy of less than \$25,000 shall be held in the jurisdiction in which the claimant stockholder resides.

(c) This Article shall not apply to appraisal proceedings or to a claim for damages in excess of \$3,000,000. Any claim brought derivatively will be subject to requirements applicable to derivative proceedings in Delaware.

(d) Any party, upon submitting a matter to arbitration as required by this Article, may seek a temporary restraining order or preliminary injunction on an individual basis from a court of competent jurisdiction pending the outcome of the arbitration.

(e) No controversy or claim subject to arbitration under this Article may be brought in a representative capacity on behalf of a class of stockholders or former stockholders.

(f) The parties to any proceeding may agree not to arbitrate all or part of any controversy or claim, on the selection of arbitrators, and the location and procedures applicable to any proceeding.

(g) This Article shall be effective 30 days after it is adopted (the "Effective Date"). This Article shall not apply to controversies or claims relating to (i) shares acquired by the claimant prior to the Effective Date or (ii) claims arising out of actions or omissions occurring prior to the Effective Date.

(h) The board of directors may adopt reasonable alternative arbitration procedures with respect to future controversies or claims.

SHAREHOLDER ARBITRATION PROPOSAL

Supporting Statement

Lawyer driven class actions impose large burdens on corporations without meaningful benefits to shareholders. Suits commonly are filed soon after merger announcements or stock price changes to generate legal fees in settlements. Shareholders bear the ultimate costs of defending court class actions, funding settlements, and indemnifying officers and directors. Requiring arbitration on an individual basis should reduce such abuses. The proposed bylaw would affect only future purchasers of shares.

EXHIBIT D

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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VIENNA

December 20, 2011

Pfizer Inc.
235 East 42nd Street
New York, New York 10017-5755

RE: Pfizer Inc. 2012 Annual Meeting; Stockholder Proposal
of Donald M. Vuchetich and Susan G. Vuchetich

Dear Ladies and Gentlemen:

You requested our opinion as to certain matters of Delaware law in connection with a proposal (the "Proposal") submitted by Donald M. Vuchetich and Susan G. Vuchetich (the "Stockholders") to Pfizer Inc., a Delaware corporation (the "Company"), for inclusion in the Company's proxy statement for its 2012 annual meeting of stockholders.

In rendering the opinions set forth herein, we have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of the following:

(a) the Restated Certificate of Incorporation of the Company, as filed with the Secretary of State of the State of Delaware on May 1, 2006, and as currently in effect (the "Charter");

(b) the By-laws of the Company, as currently in effect (the "By-laws");

(c) a proposal, accompanied by a letter dated November 22, 2011, and the supporting statement thereto; and

(d) the Proposal, as set forth below, accompanied by a letter dated December 7, 2011, and the supporting statement thereto.

In our examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies.

Members of our firm are admitted to the bar of the Supreme Court of the State of Delaware. The opinions expressed herein are based on the Delaware General Corporation Law ("DGCL") and Delaware law in effect on the date hereof, which law is subject to change with possible retroactive effect. We do not express herein any opinion as to the laws of any other jurisdiction.

Factual Background

We understand, and for purposes of our opinions we have assumed, the relevant facts to be as follows:

On November 22, 2011, the Stockholders submitted a proposal for inclusion in the Company's proxy materials in connection with its 2012 annual meeting. On December 1, 2011, the Company sent the Stockholders a letter advising that under Rule 14a-8 of the Securities Exchange Act, stockholder proposals and supporting statements could not exceed five hundred words.

On December 7, 2011, the Stockholders submitted the Proposal. The Proposal reads as follows:

Resolved, that the bylaws are amended to add the following article:

(a) Any controversy or claim brought directly or derivatively by any present or former shareholder of the Corporation as a present or former stockholder, whether against the Corporation, in the name of the Corporation or otherwise, arising out of or relating to any acts or omissions of the Corporation or any of its officers, directors, agents, affiliates, associates, employees or controlling persons, shall be settled by arbitration under the Federal Arbitration Act in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. In the arbitration proceedings, the parties shall be entitled to all remedies that would be available in the absence of this Article and the

arbitrators, in rendering their decision, shall follow the substantive laws that would otherwise be applicable and shall state the basis of their decision. This Article shall apply, without limitation, to an action arising under any federal or state securities law.

(b) Arbitration under this Article shall be held in New York, New York, except that arbitration of disputes involving an amount in controversy of less than \$25,000 shall be held in the jurisdiction in which the claimant stockholder resides.

(c) This Article shall not apply to appraisal proceedings or to a claim for damages in excess of \$3,000,000. Any claim brought derivatively will be subject to requirements applicable to derivative proceedings in Delaware.

(d) Any party, upon submitting a matter to arbitration as required by this Article, may seek a temporary restraining order or preliminary injunction on an individual basis from a court of competent jurisdiction pending the outcome of the arbitration.

(e) No controversy or claim subject to arbitration under this Article may be brought in a representative capacity on behalf of a class of stockholders or former stockholders.

(f) The parties to any proceeding may agree not to arbitrate all or part of any controversy or claim, on the selection of arbitrators, and the location and procedures applicable to any proceeding.

(g) This Article shall be effective 30 days after it is adopted (the "Effective Date"). This Article shall not apply to controversies or claims relating to (i) shares acquired by the claimant prior to the Effective Date or (ii) claims arising out of actions or omissions occurring prior to the Effective Date.

(h) The board of directors may adopt reasonable alternative arbitration procedures with respect to future controversies or claims.

The Proposal includes a supporting statement that reads as follows:

Lawyer driven class actions impose large burdens on corporations without meaningful benefits to shareholders. Suits commonly are filed soon after merger announcements or stock price changes to generate legal fees in settlements. Shareholders bear the ultimate costs of defending court class actions, funding settlements, and indemnifying officers and directors. Requiring arbitration on an individual basis should reduce such abuses. The proposed bylaw would affect only future purchasers of shares.

Analysis

If implemented, the Proposal would amend the By-laws to prohibit, subject to certain exceptions, any present or former stockholder from bringing any claims against the Company or its directors and officers in court (including in a Delaware court) and instead require such persons to pursue such claims only in arbitration. The proposed bylaw would not apply to claims relating to shares acquired before the date thirty days after adoption of the bylaw or claims arising out of actions or omissions occurring before that date.

Under the DGCL, a corporation's bylaws may not contain a provision inconsistent with law. 8 *Del. C.* § 109(b); see e.g., *Crown EMAK Partners, LLC v. Kurz*, 992 A.2d 377, 398 (Del. 2010).

Under Delaware law, “[a] party cannot be forced to arbitrate the merits of a dispute . . . in the absence of a clear expression of such intent in a valid agreement.” *DMS Props.-First, Inc. v. P.W. Scott Assocs., Inc.*, 748 A.2d 389, 391 (Del. 2000). In particular, the Delaware Supreme Court has held that “[t]he right to vindicate breaches of fiduciary duty . . . is a central doctrine of Delaware law. Absent a clear expression of an intent to arbitrate breach of fiduciary duty claims, [a party] has the right to have the merits of those claims adjudicated by the Court of Chancery.” *Parfi Holding AB v. Mirror Image Internet, Inc.*, 817 A.2d 149, 160 (Del. 2002) (footnote omitted).

Although no Delaware court has addressed the question, it is unlikely that a Delaware court would conclude that the mere acquisition of shares of stock in a corporation whose bylaws provide for mandatory arbitration would constitute a “clear expression of an intent to arbitrate.” See *Parfi*, 817 A.2d at 160, 160 n.44 (declining to decide “whether or to what extent a properly drafted agreement can compel arbitration of fiduciary duty claims”). Indeed, Delaware law recognizes that stockholders can acquire shares and thereby the right to pursue derivative claims merely “by operation of law,” without any affirmative act from which consent could

be inferred. 8 *Del. C.* § 327. Moreover, the United States Court of Appeals for the Third Circuit recently held under similar principles of Pennsylvania law that a shareholder's constructive notice of an arbitration provision in the bylaws did not constitute the "explicit agreement" required to form an arbitration contract. See *Kirleis v. Dickie, McCamey & Chilcote, P.C.*, 560 F.3d 156, 163 (3d Cir. 2009).

In sum, the proposed bylaw would purport to require arbitration of claims, including breach of fiduciary duty claims, even if the claimant had not made a "clear expression of an intent to arbitrate" such claims. Such a bylaw would likely be held to be inconsistent with Delaware law and, therefore, invalid.

* * *

Based upon and subject to the foregoing, it is our opinion that implementation of the Proposal would violate Delaware law, and that a Delaware court, if presented with the question, would likely so conclude.

This opinion is furnished to you solely for your benefit in connection with the Proposal, and except as set forth in the next sentence, is not to be used, circulated, quoted or otherwise referred to for any other purpose or relied upon by any other person without our express written permission. We hereby consent to your furnishing a copy of this opinion to the Staff of the Securities and Exchange Commission in connection with a no-action request with respect to the Proposal.

Very truly yours,

Stanley, Aron, Slate, Meyer & Flom LLP