



INVESTIGATIVE REPORT

David Cook, Inspector General

OFFICE: OFFICE OF THE INDIANA ATTORNEY GENERAL
TITLE: CONTINGENCY FEE CONTRACT
CASE ID: 2023-03-0126
DATE: APRIL 3, 2023

After examination and review, the Office of the Inspector General reports as follows:

The purpose of this report is to fulfill the statutory requirements of Ind. Code §4-6-3-2.5 regarding contingency fee contracts. This statute requires the Inspector General (IG) to review proposed contingency fee contracts for possible conflicts of interests and potential Code of Ethics violations. Under this statute, an agency may not enter into a contingency fee contract unless the IG has made a written determination that entering into the contract would not violate the Indiana Code of Ethics, set out on Ind. Code §4-2-6 and 42 IAC 1-5, or any statute or agency rule concerning conflict of interests.

On March 31, 2023, the Office of the Indiana Attorney General (OAG) notified the IG that it wished to enter into a contingency fee contract with the law firm of Meade Law LLC d/b/a Meade Young LLC (the Firm). The OAG explains the Firm will assist in evaluating and pursuing causes of action against Pfizer, Inc.; King Pharmaceuticals, Inc.; Meridian Medical Technologies, Inc.; Viatrix, Inc.; Mylan N.V.; Mylan Inc.; Mylan Specialty L.P.; and Mylan Pharmaceuticals, Inc. and any of their parent companies or subsidiaries (collectively the Defendants) for violations of Indiana antitrust and/or consumer protection laws. Specifically, the Firm will represent the State

of Indiana in pursuing claims against Defendants for violations of Indiana or federal law relating to their production, distribution, advertising and/or sale of EpiPen products.

The State will compensate the Firm for legal services rendered and for costs and expenses incurred only if the Firm obtains any recovery for the State under the following contingency fee terms: (1) Zero percent (0%) of any recovery that is two million dollars (\$2,000,000) or less; (2) twenty-five percent (25%) of any recovery exceeding two million dollars (\$2,000,000) and that is not more than ten million dollars (\$10,000,000); or (3) twenty percent (20%) of any recovery exceeding ten million dollars (\$10,000,000) but not more than fifteen million dollars (\$15,000,000); or (4) fifteen percent (15%) of any recovery exceeding fifteen million dollars (\$15,000,000) and not more than twenty million dollars (\$20,000,000); or (5) ten percent (10%) of any recovery exceeding twenty million dollars (\$20,000,000) and not more than twenty-five million dollars (\$25,000,000); or (6) five percent (5%) of any recovery exceeding twenty-five million dollars (\$25,000,000).

Pursuant to Ind. Code §4-6-3-2.5(b), an agency is required to make a written determination before entering into the contract that the contingency fee representation is cost effective and in the public interest. The OAG must consider five (5) factors when making this determination as outlined by Ind. Code §4-6-3-2.5(c). Those factors are as follows:

- (1) Whether the agency has sufficient and appropriate legal and financial resources to handle the legal matter in question.
- (2) The time and labor required to conduct the litigation.
- (3) The novelty, complexity and difficulty of the questions involved in the litigation.
- (4) The expertise and experience required to perform the attorney services properly.
- (5) The geographic area where the attorney services are to be provided.

The OAG has made such a determination and considered all the factors outlined in the statute.

The OAG explains that the Firm has successfully represented the State in a prior antitrust matter and has an extensive history working with antitrust laws dealing with high profile companies; therefore, the OAG concludes that the State's interest will be best served by relying on the Firm's expertise. The OAG's determination provides that the matter to be handled by the Firm stems from work based on the OAG's Consumer Protection Division (CPD), specifically the Consumer Litigation Section, which is staffed by nine full time Deputy Attorneys General who already have approximately five-hundred and fifty (550) active litigation and investigative matters pending. The OAG points out that the CPD's current staffing level will not be able to expeditiously undertake the investigations and potential legal actions against Defendants while trying to manage the existing heavy caseload. The OAG further provides that the issues presented in the litigation will require attorneys with expertise and experience in complex antitrust litigation.

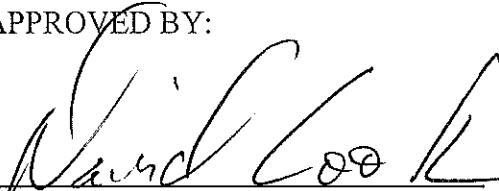
The OAG has determined that no OAG employee or immediate family member has any financial interest in the Firm. Likewise, no OAG employee or OAG immediate family member has any financial interest in the contract itself. Furthermore, the Firm does not employ any state employees, including OAG personnel involved in the contracting decisions. Finally, the OAG provides that no OAG employee is contracting with or will be supervising the work of a business entity in which a relative is a partner, executive officer or a sole proprietor. To the best of the OAG's knowledge, neither the Firm nor any member of the Firm have a conflict of interests that would violate either the Code of Ethics or any ethics rules of the Indiana Supreme Court.

Based on the information provided and after careful review and examination, the OIG finds that entering into this contingency fee contract with the Firm will not violate the Indiana Code of

Ethics or any statute or agency rules concerning conflict of interests. This report is issued in compliance with the above noted statutory requirements.

Dated: April 3, 2023

APPROVED BY:



David Cook

David Cook, Inspector General