INVESTIGATIVE REPORT

Jared Prentice, Inspector General

OFFICE: OFFICE OF THE INDIANA ATTORNEY GENERAL (OAG)
TITLE: CONTINGENCY FEE CONTRACT
CASE ID: 2025-03-0112
DATE: March 18, 2025

After examination and review, Office of Inspector General staff attorney Will Deane 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 Code of Ethics, set forth in Ind. Code 4-2-6 and 42 IAC 1-5, or an agency rule concerning conflicts of interests.

On March 14, 2025, the Office of the Indiana Attorney General (OAG) notified the Indiana Office of Inspector General (OIG) that it wished to amend a contingency fee contract (Agreement) with Meade Law LLC d/b/a Meade Young LLC, a law firm (Firm). The Agreement was approved by the last State signatory on April 26, 2023, and it expires on April 2, 2025. The Agreement includes an option to renew the Agreement for a period not to exceed the original term of the Agreement. The OAG notified the OIG that it is still in need of litigation assistance from the Firm. As such, the OAG would like to extend the term of the Agreement until April 2, 2027.

The purpose of the original Agreement was for the Firm to represent the State in actions against large pharmaceutical companies such as Pfizer, Inc.; King Pharmaceuticals, Inc.; Meridian Medical Technologies, Inc.; Viatris, Inc.; Mylan, Inc. and their parent companies and subsidiary companies (collectively the Defendants) for violations of Indiana antitrust and/or consumer protection laws. Specifically, the Firm represents the State in pursuing claims against Defendants for violations of Indiana or federal law relating to their production, distribution, advertising and/or sale of "EpiPen" products.

In Inspector General Report 2023-03-0126[1], dated April 3, 2023, the OIG determined the original Agreement would not violate the Code of Ethics or any statute or agency rule concerning conflicts of interests. Most of the circumstances that the OIG evaluated in making its original determination have not changed and will not be changed by this amendment, which extends the term of the original Agreement for an additional two years, until April 2, 2027.

The OAG asserts the following: the Firm does not employ any state employees, no OAG employee or immediate family member of an OAG employee has a financial interest in the Firm and 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 sole proprietor. The OAG also asserts that neither the Firm nor any of its members have a conflict of interests that would violate either the Code of Ethics or any ethics rule of the Indiana Supreme Court or any statute or agency rule concerning conflict of interests.

The amendment to the Agreement provides that "[a]ll matters set forth in the original Agreement and not affected by this Amendment shall remain in full force and effect." So long as this is the case, the OIG determines that the OAG entering into this contingency fee contract

[1] The IG's Investigative Report regarding the original Agreement can be found at: 2023-03-0126-OAG-Contigency-Fee-Contract_PUBLIC.pdf.

amendment will not violate the Code of Ethics or any statute or agency rule concerning conflicts of interests.

This report is issued in compliance with the above noted statutory requirements.

Dated: March 18, 2025

APPROVED BY:



Jared Prentice, Inspector General