IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA *ex rel.*
PATRICK MORRISEY,
ATTORNEY GENERAL,

Petitioner,

v. **Misc. Action No.** 16 P 435

MYLAN, N.V.,

Respondent.

PETITION TO ENFORCE INVESTIGATIVE SUBPOENA AND FOR RELATED RELIEF

Comes now the Petitioner, State of West Virginia *ex rel.* Patrick Morrisey, Attorney General, and petitions this Court to issue an order compelling the above-named Respondent, Mylan, N.V. ("Mylan"), to appear in Court to show cause why it should not be ordered to comply in full with the Investigative Subpoena issued by the Attorney General on August 26, 2016. In support of this Petition, the Attorney General represents as follows:

PARTIES

1. Petitioner Patrick Morrisey is the Attorney General of the State of West Virginia and is empowered to enforce the provisions of the West Virginia Antitrust Act ("Antitrust Act"), W. Va. Code §§ 47–18–1 *et seq*.

2. Upon information and belief, Mylan is foreign corporation organized under the laws of the Netherlands and headquartered in Hatfield, England. Mylan operates a manufacturing

facility in Morgantown, West Virginia, and its principal administrative offices in the United States are in Canonsburg, Pennsylvania.

3. For many years, Mylan was a United States company with worldwide operations. In 2015, Mylan completed what is known as an "inversion" by changing its country of incorporation to the Netherlands, with headquarters in England. Mylan acquired substantial tax benefits in the United States by doing so.

JURISDICTION

4. Mylan operates a pharmaceutical manufacturing plant in Monongalia County, West Virginia. Its generic and brand-name pharmaceuticals are distributed throughout West Virginia, including Kanawha County. Therefore, this Court has jurisdiction to hear this matter under Article VIII, Section 6 of the West Virginia Constitution, W. Va. Code § 51–2–2, and W. Va. Code § 53–5–3.

5. Likewise, venue is proper in this Court under W. Va. Code § 56–1–1(6) and W. Va. Code § 47–18–15.

BACKGROUND

6. Mylan manufactures a wide variety of generic pharmaceuticals that compete with brand-name drugs. Mylan also distributes brand-name drugs such as the EpiPen and the EpiPen Jr. (collectively "EpiPen"), both of which are epinephrine auto injectors.

7. Mylan participates in West Virginia's Medicaid program, which is administered by the West Virginia Department of Health and Human Services Bureau for Medical Services ("BMS"). By participating in the program, Mylan's pharmaceuticals are available for distribution to eligible beneficiaries of the Medicaid program.

8. BMS reimburses pharmacies for drugs purchased by Medicaid beneficiaries. These reimbursements are paid at a rate set by BMS. Mylan then pays BMS for some of the reimbursements through rebates.

9. Rebates paid to state Medicaid programs are set at different levels depending on whether the drug is considered an "innovator" or a "non-innovator," the latter of which applies, generally, to generic drugs. Public reports show that Mylan was paying rebates at the significantly lower "non-innovator" level rather than the "innovator" level for its EpiPen, even though EpiPen is sold as a brand-name drug.

10. Paying lower rebates than permitted by law subjects Mylan to a potential Medicaid fraud action under West Virginia law. *See* W. Va. Code §§ 9-7-1 *et seq.*

11. The Attorney General has requested rebate-related information from Mylan. Mylan has not yet produced the requested information.

FACTS

12. In 2007, Mylan acquired the exclusive rights to market the EpiPen, a single-use product that counteracts the effects of an allergic anaphylactic reaction that could result in death of the victim.

13. The active pharmaceutical ingredient in the EpiPen is epinephrine, which is not covered by a patent. Some parts of the mechanism that deliver the Epi-Pen's single-use dose of epinephrine, however, are patented.

14. The price for the EpiPen has increased dramatically since Mylan acquired the exclusive rights to distribute it. In 2009, the price for an EpiPen twin pack was about $100.00. Currently, the price for an EpiPen twin pack exceeds $600.00.

15. Mylan's net sales of the EpiPen, worldwide, were about $1 billion in each of 2014 and 2015.

16. The EpiPen is manufactured for Mylan by Meridian Medical Technologies, Inc., a subsidiary of Pfizer Inc. Upon information and belief, Meridian Medical Technologies, Inc., owns patents covering some of the mechanical components of the EpiPen.

17. Pfizer Inc. owns another subsidiary company, Greenstone LLC, that distributes generic pharmaceuticals.

The Effect of the EpiPen's Increased Price

18. The EpiPens have a shelf life of only one year. Thus, parents must purchase the EpiPens each year to have a set at the school.

19. Parents also frequently have a set at home and sometimes a third set for their children to carry with them.

20. As the new school year begins, parents buying EpiPens for their children have found that the prices increased dramatically.

21. The increased prices for EpiPens, and the ensuing public outrage, received widespread press coverage.

22. This press coverage resulted in a Congressional investigation and at least one other publicly announced state attorney general investigation.

Failed Attempts to Introduce an EpiPen Competitor to the Market

23. Adrenaclick is a brand-name competitor to the EpiPen. The Adrenaclick, though similar to the EpiPen, is not an exact substitute for EpiPen because it is used in a slightly different manner.

24. Although Adrenaclick is a competitor to the EpiPen, the current owner of the distribution rights, Impax Laboratories, Inc., does not aggressively market the device.

25. Impax also owns the distribution rights to the generic equivalent of the Adrenaclick. It does not aggressively market the generic, either.

26. Prices for the Adrenaclick are reported to be about $400.00 for a twin pack, while the generic version is available for less than $200.00.

27. Between 2010 and 2013, Greenstone LLC distributed an epinephrine auto-injector that was an authorized generic for Adrenaclick. Because Adrenaclick is not an exact substitute for EpiPen, Greenstone LLC's generic epinephrine auto-injector cannot be substituted for the EpiPen under generic drug substitution laws in West Virginia.

28. Pfizer's subsidiaries, for a period of time, were simultaneously manufacturing the EpiPen for Mylan while marketing a generic substitute to Adrenaclick.

Litigation Over the Intellectual Property Rights to Epinephrine Auto-injectors

29. Mylan has been involved in lawsuits regarding the patents protecting the EpiPen from competition.

30. Public reports show that the patent owners of the EpiPen settled a lawsuit with Teva Pharmaceuticals USA, Inc., in 2012. This settlement allowed Teva to begin selling a generic competitor to the EpiPen in 2015.

31. The Teva settlement necessarily affected Mylan's rights to distribute the EpiPen. The terms of the settlement are mostly confidential except for limited information given in a press release issued jointly by Mylan and Pfizer, the parent company of Meridian Medical Technologies, Inc., which manufactures the EpiPen.

32. At the time of the settlement, Teva did not have approval from the Food and Drug Administration ("FDA") to sell its generic competitor to the EpiPen. The FDA has since rejected Teva's application.

Antitrust Implications of Mylan's Exclusive Right to Market the EpiPen

33. Mylan, or its agents, attempted to exclude generic competition from the market, at least initially, by suing competitors for patent infringement. Mylan, or its agents, then reached agreements to settle the litigation.

34. Cooperating with, agreeing with, or conspiring with competitors to limit the availability of competing products is a violation of the Antitrust Act. *See id.* § 47–18–3.

35. Antitrust teachings also show that when a company possesses more than 75 percent of the market, it probably has monopoly power—*i.e.*, the power to raise prices or exclude competition.

36. Mylan possesses 85 to 90 percent of the market for epinephrine auto-injectors in the United States.

37. Mylan has also raised prices at will for its EpiPens. Between 2009 and 2016, the price for an EpiPen twin pack increased from about $100 to more than $600.

38. Mylan, or its agents, has engaged in activities intended to protect its overwhelming market share for epinephrine auto-injectors in the United States.

39. That in itself is not unlawful. But attempting to maintain a monopoly through exclusionary conduct is a violation of the Antitrust Act. *See* W. Va. Code § 47–18–4.

The Investigative Subpoena

40. Based upon the foregoing, the Attorney General has probable cause to issue, and did issue, a formal Investigative Subpoena to Mylan on August 26, 2016, as authorized by the West Virginia Antitrust Act, W. Va. Code §47–18–7(a). The Investigative Subpoena directed Mylan to answer interrogatories and produce the documents and information specified therein to the office of the Attorney General on or before September 7, 2016. A copy of the Investigative Subpoena is attached as Exhibit A and incorporated by reference.

41. The Investigative Subpoena was duly served upon Mylan through its authorized agent and also delivered via overnight delivery to its offices in Canonsburg, Pennsylvania.

42. Mylan and its counsel initially agreed to cooperate with the Attorney General regarding his investigation. Although Mylan has provided some information to the Attorney General, the majority of the Investigative Subpoena goes unanswered. Mylan claims it cannot provide a response time until after the Congressional hearings, which are now scheduled to begin September 21. The hearings could continue for weeks.

43. Actions by Mylan and others regarding the marketing of epinephrine auto-injectors may violate the West Virginia Antitrust Act, W. Va. Code §§ 47–18–3 and –4. The Attorney General is informed and believes that Mylan possesses information relevant to the inquiry.

44. The Court is authorized to hear this matter and to issue an order compelling compliance pursuant to W. Va. Code § 47-18-7(c).

45. The Attorney General further asserts that:

(a) The Investigative Subpoena was issued for a legislatively authorized purpose;

(b) The information sought is relevant to the authorized purpose;

(c) The information sought is not already within the Attorney General's possession;

(d) The information sought is adequately described; and

(e) The proper procedures have been employed in issuing the Investigative Subpoena.

PRAYER

WHEREFORE, the Attorney General prays that it be granted relief as follows:

(a) That the Court enter an order compelling Mylan to answer the interrogatories and produce all documents requested by the Attorney General's Investigative Subpoena no later than two weeks after the entry of such order;

(b) That the Court enter an order enjoining Mylan from attempting to impede, delay or prevent generic competition to the EpiPen from entering the market until such time as it complies in full with the Investigative Subpoena;

(c) That the Court enter an order requiring Mylan to reimburse the Attorney General for the costs he has incurred in connection with this matter, including reasonable attorneys' fees; and

(d) That the Attorney General be awarded such other relief as is proper and just in connection with this matter.

Respectfully submitted,

STATE OF WEST VIRGINIA *ex rel.*
PATRICK MORRISEY,
ATTORNEY GENERAL, Petitioner

By Counsel

Douglas L. Davis (WV State Bar # 5502)
Assistant Attorney General
Consumer Protection/Antitrust Division
P.O. Box 1789
Charleston, WV 25326-1789
(304) 558-8986
(304) 558-0184 facsimile

BEFORE THE ATTORNEY GENERAL OF WEST VIRGINIA
STATE CAPITOL
CHARLESTON, WEST VIRGINIA

SUBPOENA

IN THE MATTER OF THE INVESTIGATION OF:

EPINEPHRINE AUTO INJECTORS	)	**SUBPOENA TO PRODUCE**
	)	**CERTAIN RECORDS AND**
	)	**ANSWER QUESTIONS**
	)	**UNDER OATH**

IN THE NAME OF THE STATE OF WEST VIRGINIA:

To: MYLAN, N.V.
1000 MYLAN BOULEVARD
CANONSBURG, PA 15317

CORPORATION SERVICE COMPANY
209 WEST WASHINGTON STREET
CHARLESTON, WV 25302

YOU ARE HEREBY COMMANDED to produce the following requested documents or other tangible things within your possession, custody or control as specified below for examination and copying on or before September 7, 2016, to Douglas L. Davis, Assistant Attorney General, at the Office of the Attorney General of West Virginia, Consumer Protection Division, 812 Quarrier Street, 1st Floor, P.O. Box 1789, Charleston, West Virginia 25326.

This subpoena is being issued pursuant to the authority granted to the Attorney General by West Virginia Code §§ 47-18-7(a) to assist him in the investigation of possible violations of the West Virginia Antitrust Act, W. Va. Code § 47-18-1 *et seq.*, including, but not limited to contracts, combinations or conspiracies in restraint of trade of epinephrine auto injectors, and in violation of other applicable state and federal laws. Failure to comply with this subpoena may result in the

EXHIBIT
A

commencement of a subpoena enforcement proceeding in the circuit court, the filing of a complaint in circuit court, or both.

All information provided to the Office of the Attorney General of West Virginia in response to this subpoena shall be retained in a confidential manner, consistent with the provisions of W. Va. Code § 47-18-7(d), and shall not be made public except upon the commencement of enforcement proceedings.

If clarification should be needed in connection with your response to this subpoena, please direct your response to Douglas L. Davis, Assistant Attorney General, (304) 558-8986. Failure to respond to this subpoena may subject you to penalties as provided under W. Va. Code § 47-18-7(c).

DEFINITIONS

As used herein the following terms are defined as follows:

A. "You," "your," "the company" or "your company" mean, unless otherwise specified in a particular request, Mylan N.V., formerly known as Mylan, Inc. (hereafter "Mylan"), its predecessors, successors, subsidiaries, parents, departments, divisions or affiliates including, without limitation, any organization or entity in which Mylan has a management or controlling interest, together with all present and former directors, officers, employees, agents, representatives or any persons acting or purporting to act, on behalf of the above identified persons or entities.

B. "Person" means natural person, corporation, partnership, sole proprietorship, firm, union association, federation, or other such entity.

C. "Communications" shall mean all inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, telephone conversations, letters, notes, telegraphs, advertisements or other forms of verbal intercourse, whether oral or written.

D. "Document" has the same meaning as in Rule 34(a) of the West Virginia Rules of Civil Procedure and includes but is not limited to the original and all drafts of all written or graphic matter, however produced or reproduced, in any medium including, but not limited to, any electronic or magnetic record of information whether prepared by you or by any other person, that is in your possession, custody or control.

E. "Identify," when used in regard to a natural person, means provide the name, home address, home telephone number, and place of work for that person; when used in regard to a corporate or business entity, "identify" means provide the name, business address, business telephone number, and contact person for the business; when used in regard to a document, "identify" means to provide the name of the author or originator, the date authored or originated, the identity of each person to whom the original or copy was addressed or delivered, the identity of such person known or reasonably believed to have present custody thereof, and a brief description of the subject matter thereof, all with sufficient particularity to allow one to readily identify and locate such document.

F. "Relate to" shall mean discuss, describe, consist of, refer to, reflect or be in any way logically or factually connected with the matter discussed.

G. "Relevant period of time" shall mean the period of time beginning January 2007 through the date of your complete response to this subpoena, unless otherwise specified.

H. "Injector" means all epinephrine auto injectors such as EpiPen or EpiPen Jr., dispensing epinephrine and other associated substances such as sodium chloride, sodium metabisulfite, hydrochloric acid and water.

I. "Marketing" or "market" means all activities involved in distribution of a product, including without limitation, advertising, locating and contacting prospective customers, attempting

to sell, making sales presentations, selling, preparing and submitting bids, shipping products, servicing customers and the supervision and management of the same.

J. "Manufacturer" means a manufacturer, distributor or holder of rights permitting the distribution of Injectors, or a potential manufacturer that has sought approval from the U.S. Food and Drug Administration to manufacture or distribute Injectors.

K. "Distributor" means a distributor, reseller, wholesaler or retailer of Injectors.

INSTRUCTIONS FOR INTERROGATORIES

A. These interrogatories shall be answered in writing and under oath as provided under West Virginia Legislative Rule 142 C.S.R. 16-2, and West Virginia Code § 47-18-7. You must provide all information within your possession, custody or control.

B. If any part of the following interrogatories cannot be answered in full, answer to the extent possible, specifying the reasons for your inability to answer the remainder, and state whatever information or knowledge you have concerning the unanswered portions.

C. If the information requested in any interrogatory is not known at the time of the answer, but is or may be available from a third party, you are requested to identify the person believed by you to have such information.

D. If you object to any interrogatory, you must state the reasons for such objection.

INTERROGATORIES

Please answer the following interrogatories:

INTERROGATORY NO. 1:

Identify your parent company, subsidiaries and affiliates conducting any business in the i) United States and ii) West Virginia during the relevant period of time.

INTERROGATORY NO. 2:

Identify the persons with direct or supervisory responsibility for marketing Injectors during the relevant period of time.

INTERROGATORY NO. 3:

Identify the twenty largest purchasers of Injectors that you market in the i) United States and ii) West Virginia during the relevant period of time.

INTERROGATORY NO. 4:

Identify the dollar amount and volume for each of your twenty largest purchasers of injectors for each year in the i) United States and ii) West Virginia, for each Injector during the relevant period of time.

INTERROGATORY NO. 5:

Identify the total volume of Injectors you sold in i) the United States, and ii) West Virginia during the relevant time period.

INTERROGATORY NO. 6:

Identify your gross and net revenues for each Injector you market in each of the i) United States, and ii) West Virginia during the relevant period of time.

INTERROGATORY NO. 7:

Identify the prices charged and when those prices were charged for each i) Injector and ii) Injector twin pack, you marketed in i) the United States, and ii) West Virginia during the relevant period of time.

INTERROGATORY NO. 8:

List your i) average wholesale price, ii) average manufacturer's price, and iii) wholesale acquisition costs, by quarter of each year during the relevant period of time for each of your Injectors.

INTERROGATORY NO. 9:

Describe your acquisition strategy plan for Injectors for each quarter or each year during the relevant period of time.

INTERROGATORY NO. 10:

Identify the individual with the authority to, and best able to answer questions regarding the subject matter of these interrogatories and requests for documents.

INTERROGATORY NO. 11:

Identify all individuals who assisted in the preparation of the responses to these interrogatories and requests for documents.

INSTRUCTIONS

A. In producing the documents requested herein, indicate the specific request(s) in response to which each document or group of documents is being produced.

B. With respect to any documents which you may withhold on a claim of privilege, a statement shall be provided by it which shall be signed by any one of its attorneys setting forth as to each such document:

1. The name(s) of the sender(s) of the document;

2. The name(s) of the author(s) of the document;

3. The name(s) of the person(s) to whom copies were sent;

4. The job title of every person named in 1, 2, and 3 above;

5. The date of the document;

6. The date on which the document was received by those having possession of the document;

7. A brief description of the nature and subject matter of the document; and

8. The statute, rule or decision which is claimed to give rise to the privilege.

C. You are to produce and permit the Attorney General or his representative to inspect and copy the originals of the following described documents whenever the same are in your possession, custody or control, and, if not, the best copies thereof. Copies of original documents may be produced where the copies are clear and legible.

D. Whenever appropriate, the singular form of a word should be interpreted in the plural. "And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this request to reproduce any documents which might otherwise be construed to be outside its scope.

E. All documents shall be produced in the same order as they are kept or maintained by you in the course of business. All documents shall be produced in the file folder, envelope, or other container in which the documents are kept or maintained by you. If for any reason the original container cannot be produced, produce copies of all labels or other identifying marks.

DOCUMENTS TO BE PRODUCED

1. All directories, organization charts, telephone directories, and other documents listing officers and directors of your company and the employees and agents of your company involved in the manufacture, sale, marketing and/or distribution of Injectors during the relevant period of time.

2. Copies of all documents related to rebates paid to the State of West Virginia directly or through third parties such as pharmaceutical benefits managers for Injectors during the relevant period of time.

3. Copies of all documents related to your prices or pricing practices for all of your Injectors, whether singly or in twin packs during the relevant period of time, including but not limited to the following:

a. All documents used, relied on or referred to, by you in establishing or changing the price of Injectors, including but not limited to market studies and documents relating to, or discussing the costs of inputs such as labor, transportation, energy and raw materials associated with producing, distributing, marketing or selling of Injectors.

b. All documents, whether prior to the change or after, relating to any change in the wholesale or retail pricing of Injectors.

c. All documents, whether prior to or after the change, relating to any change in the terms and conditions of sale of Injectors.

d. All price lists, price schedules, price announcements, price changes, price quotations, proposals or bids, discount sheets or any other document relating to the prices or pricing, or terms and conditions of sale of Injectors that were proposed, prepared, used, issued or published by you during the relevant period of time.

e. All price lists, price schedules, price announcements, price changes, price quotations, proposals or bids, discount sheets or any other document relating to the prices or pricing, or terms and conditions of sale of Injectors that were proposed, prepared, used, issued or published by any other manufacturer or distributor of Injectors during the relevant period of time.

f. All documents that compare or contrast your prices, profits, bids, discounts, marketing or sales strategies, or terms and conditions of sale of Injectors to those of any other manufacturer or distributor of Injectors.

g. All documents that relate to the ways in which you and any other manufacturer or distributor make or have made pricing decisions for Injectors.

h. All documents that relate to the ways in which you and any other manufacturer or distributor disseminated, have disseminated, monitored or have monitored price change information for Injectors.

i. All documents relating to communications between your officers or employees and distributors or retailers regarding the price of Injectors.

j. All documents relating to price competition among manufacturers or distributors of Injectors.

k. All documents relating to communications between your officers or employees and officers or employees of other Injector manufacturers or distributors regarding the price, production or distribution of Injectors.

4. Copies of all your pricing policies related to suggested retail prices of your Injectors.

5. Copies of all contracts or agreements with manufacturers or distributors of Injectors.

6. Copies of documents related to contracts or agreements with manufacturers or distributors of Injectors.

7. Copies of all agreements between you and i) Meridian Medical Technologies, Inc. and ii) King Pharmaceuticals, Inc. related to Injectors.

8. Copies of all agreements reached between King Pharmaceuticals, Inc., Meridian Medical Technologies, Inc. and Intellijject, Inc. in that certain litigation styled *King Pharmaceuticals,*

Inc. and Meridian Medical Technologies, Inc. v. Intelliject, Inc., filed in the United States District Court District of Delaware, civil action number 1:11-cv-00065-UNA.

9. Copies of all agreements between you and Pfizer Inc. related to Injectors.

10. Copies of all documents related to agreements or communications between you and i) Impax Laboratories, Inc., ii) Lineage Therapeutics, and iii) Amedra Pharmaceuticals LLC related to Injectors.

11. Copies of all documents related to communications between you and i) Sanofi US or Sanofi-Aventis U.S. LLC and ii) kaleo related to Injectors.

12. Copies of all documents related to communications between you and Teva Pharmaceutical Industries Ltd. related to Injectors.

13. Copies of all documents relating to changes or improvements you have made to your Injectors during the relevant period of time.

14. Copies of all documents generated or obtained by you relating to changes in the United States market for Injectors.

15. Copies of all documents relating to your United States market share or those of any other manufacturer or distributor of Injectors during the relevant period of time.

16. Copies of all strategic plans, marketing plans, budgets, projections and plans relating to any actual or potential expansion or contraction in your manufacture or distribution of Injectors created or implemented during the relevant period of time.

17. Copies of all documents relating to any allocation of markets, sales volumes or customers for Injectors.

18. Copies of all documents relating to the cost of manufacturing, acquiring or distributing your Injectors.

19. Copies of all documents relating to any agreement, arrangement or understanding, whether actual or proposed, express or implied between you and any other Injector manufacturer or distributor relating to the supply or production of Injectors.

20. Copies of all documents relating to your antitrust compliance policy, including all documents setting forth your antitrust guidelines.

21. Copies of all documents relating to any investigation you have made regarding any possible violations of the antitrust laws or of any company policy relating to the antitrust laws with respect to Injectors.

22. Copies of all documents which relate to your profits, profit margins, profit levels or projected profits during the relevant period of time, including but not limited to U.S. Securities and Exchange Commission filings, press releases and analysts' reports for i) your company and ii) specifically for your Injectors.

23. Documents sufficient to disclose the following pricing or costs for your Injectors on a quarterly basis for each year during the relevant period of time:

a) Average wholesale price

b) Average manufacturer's price

c) Wholesale acquisition cost

24. Copies of all documents related to your acquisition strategy plan for Injectors during the relevant period of time.

25. Copies of all documents sufficient to show the number of units of, and prices of your Injectors paid for or reimbursed by the State of West Virginia including, but not limited to, the West Virginia Department of Health and Human Resources Bureau for Medical Services and the West

Virginia Public Employees Insurance Agency, whether directly or indirectly, for each quarter of each year during the relevant period of time.

26. Copies of all documents sufficient to show the i) gross and ii) net proceeds of your Injectors paid for or reimbursed by the West Virginia Bureau for Medical Services during the relevant period of time.

27. Copies of all documents sufficient to show the i) gross and ii) net proceeds of your Injectors paid for or reimbursed by any federal agency i) nationally, and ii) specifically in the West Virginia during the relevant period of time.

28. Copies of all documents sufficient to identify complaints made directly to you by customers of your Injectors relating to pricing or supply of Injectors. Produce all written complaints made directly to you as well as those made to other entities that were then forwarded to you.

29. Copies of all documents requested by, or given to, members of the United States Congress, the United States Department of Justice or United States Federal Trade Commission relating to Injectors during the relevant period of time.

30. Copies of all documents relating to your document retention policy or schedule.

Given under my hand this 26th day of August, 2016.

PATRICK MORRISEY
ATTORNEY GENERAL

BY: _____

Douglas L. Davis (WV #5502)
Assistant Attorney General
Consumer Protection & Antitrust Division
Post Office Box 1789
Charleston, West Virginia 25326-1789
(304) 558-8986

VERIFICATION

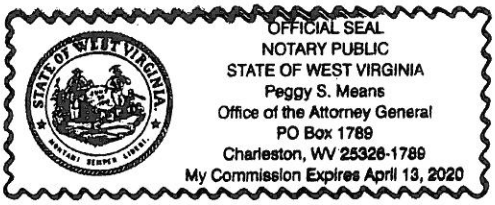
STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, Douglas L. Davis, Assistant Attorney General, being duly sworn, depose and say that I am the counsel of record for Petitioner in the foregoing styled civil action; that I am familiar with the contents of the foregoing **PETITION TO ENFORCE INVESTIGATIVE SUBPOENA AND FOR RELATED RELIEF**; and that the facts and allegations contained therein are true, except such as are therein stated upon information and belief, and that as to such allegations I believe them to be true.

Douglas L. Davis (WV State Bar # 5502)
Assistant Attorney General

Taken, subscribed, and sworn to before me in the County and State aforesaid this 20th day of September, 2016.

My commission expires April 13, 2020.



NOTARY PUBLIC

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA *ex rel.*
PATRICK MORRISEY,
ATTORNEY GENERAL,

Petitioner,

v. **Misc. Action No.** 16 P 435

MYLAN, N.V.,

Respondent.

CERTIFICATE OF SERVICE

I, Douglas L. Davis, counsel for Petitioner, do hereby certify that a true and accurate copy of the foregoing **PETITION TO ENFORCE INVESTIGATIVE SUBPOENA AND FOR RELATED RELIEF** was served upon Mylan, N.V.'s counsel via hand delivery this 20th day of September, 2016 as follows:

Michael M. Fisher, Esq.
Robert G. McLusky, Esq.
M. Shane Harvey, Esq.
Jackson Kelly, PLLC
500 Lee Street East, Ste. 1600
Charleston, WV 25301

Douglas L. Davis (WV Bar #5502)
Assistant Attorney General