

EXHIBIT

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

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MDL Docket No. 1479
IN RE NEURONTIN ANTITRUST) Master File No. 02-1390 (FSH)
LITIGATION)
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DECLARATION OF GAYLE WHITE

I, Gayle White, do declare as follows:

1. I was the President and General Manager of Louisiana Wholesale Drug Co., Inc. ("LWD") a named plaintiff and certified representative of the direct purchaser class in the above-captioned litigation, for over 30 years until my retirement in November 2011. LWD is a pharmaceutical wholesale business located in Sunset, Louisiana. I have personal knowledge of all matters attested to herein.

2. On April 8, 2002, I executed an engagement letter on behalf of LWD wherein LWD retained certain law firms, namely Smith Segura & Raphael, LLP (f/k/a Percy, Smith, Foote & Gadel, LLP), Odom & DesRoches, LLP, and Garwin, Gerstein & Fisher LLP (f/k/a Garwin, Bronzaft, Gerstein & Fisher, LLP) to represent LWD in connection with this class action litigation. I have had a long-standing and highly successful relationship with these firms, having dealt with Smith Segura & Raphael, LLP and Odom & Des Roches, LLP for over 22 years and with Garwin, Gerstein & Fisher LLP for over 15 years.

3. Had LWD retained the law firms and/or attorneys specified in the engagement letter to represent it in an individual action in this complex litigation, LWD would have retained these same attorneys based on a 33 1/3% contingency fee in the event of settlement or compromise without trial and/or based on a 40% contingency fee in the event of trial, with any applicable contingency fee percentage computed in addition to out-of-pocket cost and expense.

4. While President and General Manager of LWD, I participated in various aspects of this litigation on behalf of LWD, including providing information helpful to counsel in prosecuting this action and directing various employees to collect and produce documents and transactional data in response to defendants' document requests. I also answered questions at a deposition taken in June 2009 by defendants' attorneys pursuant to Federal Rule of Civil Procedure 30(b)(6), for which I was ably prepared and represented by Smith Segura & Raphael. While this case was pending during my tenure at LWD, I was consulted and kept informed about the progress of the case.

5. I understand that settlement negotiations eventually resulted in a \$190 million cash settlement for the direct purchaser class. I wholeheartedly support final approval of the

\$190 million settlement reached between the direct purchaser class and the defendants in this case. While I am not a lawyer, I feel the \$190 million settlement obtained by counsel to be an excellent result based on my experience in several other complex litigations.

6. I understand that the attorneys appointed by the Court to represent the class in this litigation intend to submit a request to the Court for an attorneys' fee award equal to one-third of the \$190 million settlement fund (plus accrued interest) and for reimbursement of the expenses they incurred litigating this case. I fully support Class Counsel's application for an award of attorneys' fees and reimbursement of expenses as requested.

7. Class Counsel have repeatedly shown themselves to be experienced and highly skilled in achieving significant recoveries for LWD and for direct purchasers more generally in cases alleging delayed or impeded generic competition, and other claims. In this case, Class Counsel provided exceptional legal services to LWD and the other direct purchasers comprising the aggrieved class in this complex case, which was not without substantial risk.

8. The benefit conferred upon the Class of direct purchasers by the settlement negotiated by Class Counsel is significant.

9. Furthermore, Class Counsel's requested fee is consistent with the fees that I understand have been awarded to class counsel in similar antitrust cases involving allegations of impeded generic competition in which LWD actively participated as a representative plaintiff.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: June 15, 2014



Gayle R. White