

**ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF CONSUMER FRAUDS AND PROTECTION**

In the Matter of

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

Eli Lilly and Company,

Respondent.

SETTLEMENT AGREEMENT

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to Executive Law § 63(12) and General Business Law §§ 349 and 350 into Eli Lilly and Company’s (“Lilly’s”) practices related to marketing and pricing for insulin products. This Settlement Agreement (“Agreement”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and Lilly, whether acting through its respective directors, officers, employees, representatives, agents, affiliates, and/or subsidiaries (collectively, the “Parties”).

Definitions

1. For the purpose of this Agreement, the definitions in paragraphs 2 through 11 apply.
2. “Affordability Solutions” means Lilly’s Insulin Value Program, which allows anyone who is a U.S. resident, over 18 years of age, and not enrolled in a government health

insurance program to purchase their monthly prescription of any Lilly Insulin Product for no more than \$35, as well as any equivalent Lilly affordability initiative that allows consumers to purchase their monthly prescription of any Lilly Insulin Product for \$35.

3. “Affordability Solutions Website” means the web page or set of web pages maintained by Lilly to disseminate information about its Affordability Solutions.

4. “BIN” refers to the Bank Identification Number typically associated with a health insurance provider that is used in routing and processing pharmacy claims, including but not limited to any regular “cash” BIN a pharmacy may utilize for uninsured customers.

5. “Biosimilar” means a biological product that the U.S. Food & Drug Administration (FDA) has approved as biosimilar to or interchangeable with a reference insulin product pursuant to a biologics license application submitted under section 351(k) of the Public Health Service Act.

6. “Cash Customer” refers to New York residents filling a prescription for a Lilly Insulin Product at a pharmacy located in New York where the prescription is not a covered benefit under Health Coverage or is not processed through any applicable Health Coverage.

7. “Clear and Conspicuous” (including “Clearly and Conspicuously”) means that the statement, representation, or term being disclosed is of such size, color, contrast, and/or audibility and is so presented as to be readily noticed and understood by the person to whom it is being disclosed. If such statement is necessary as a modification, explanation or clarification to other information with which it is presented, it must be presented in close proximity to the information it modifies, in a manner so as to be readily noticed and understood.

8. “Effective Date” means the date upon which this Agreement has been fully executed by all of the signatories below.

9. “Health Coverage” means any form of coverage provided by a commercial health insurer, health maintenance organization, employer-sponsored health plan, or other health coverage provided by commercial or private payers or by any state or federal governmental program.

10. “Insulin Products” means those Lilly insulin products that Lilly currently markets in Kwikpen or vial presentations in the United States under the brands Humalog, Humulin, Insulin Lispro, Basaglar, and Lyumjev, and any Biosimilar that Lilly markets in Kwikpen or vial presentations in the United States during the term of this Agreement. For the avoidance of doubt, nothing in this Agreement obligates Lilly to continue to sell or market any particular product.

11. “Third-Party Messaging Company” means a company that provides messaging services to pharmacies in its network, such as Change Healthcare’s eRx or RelayHealth.

OAG Findings

12. According to a 2018 study, approximately 7.4 million Americans with diabetes rely on insulin.¹ In New York, as of 2019, an estimated 1.6 million, or 10.5 percent, of adult residents have diabetes.² Of those, it is estimated that 464,000 rely on insulin to manage their

¹ Cefalu, W. T. *Insulin Access and Affordability Working Group: Conclusions and Recommendations. Diabetes Care* (June 2018), 41(6): 1299-1311, available at <https://doi.org/10.2337/dci18-0019>.

² CDC, *The Diabetes Atlas*, available at <https://gis.cdc.gov/grasp/diabetes/DiabetesAtlas.html>. See also CDC, BRFSS Brief, 2019, available at https://www.health.ny.gov/statistics/brfss/reports/docs/2021-21_brfss_diabetes.pdf.

diabetes.³ The prevalence of diabetes is expected to continue to rise over time as the population grows and ages,⁴ with an estimated 1.4 million new diagnoses in 2019.^{5 6}

13. Diabetes has disproportionately affected poor New Yorkers. According to a 2013 publication from the New York City Department of Health and Mental Hygiene, those who live in the poorest neighborhoods are 70% more likely to have diabetes (12.7% vs. 7.5%), than those in low-poverty neighborhoods.^{7 8} In 2019, 16.1% of New York adults with diabetes had an annual household income of less than \$25,000, while only 6.3% had an annual household income of over \$50,000.⁹

14. Over the past two decades, the number of people diagnosed with diabetes has increased. The Wholesale Acquisition Cost (“WAC”) of insulin has also increased. From 2002 to 2013, average list prices for insulin products from all manufacturers nearly tripled from \$4.34/ml to \$12.92/ml.¹⁰ Other estimates suggest that, between 2014 and 2018, the mean list

³ This figure is based on 2015 data. See NYC Health, *Community Health Survey*, available at <https://a816-health.nyc.gov/hdi/epiquery/visualizations?PageType=ts&PopulationSource=CHS&Topic=1&Subtopic=24> (calculated figure is an estimate based on New York City data).

⁴ Lin, J., Thompson, T.J., Cheng, Y.J. *et al.* Projection of the future diabetes burden in the United States through 2060. *Popul Health Metrics* 16, 9 (2018), available at <https://doi.org/10.1186/s12963-018-0166-4>.

⁵ American Diabetes Association, *Economic Costs of Diabetes in the U.S. in 2017*, *Diabetes Care* 2018; 41:917–928, 918 (May 2018), available at <https://doi.org/10.2337/doi18-0007>.

⁶ CDC, *National Diabetes Statistics Report, 2020*, available at <https://www.cdc.gov/diabetes/data/statistics/statistics-report.html>.

⁷ See <https://www1.nyc.gov/assets/doh/downloads/pdf/survey/survey-2009diabetes.pdf>.

⁸ New York City Department of Health and Mental Hygiene, *Epi Data Brief, 2013*, available at <https://www1.nyc.gov/assets/doh/downloads/pdf/epi/databrief26.pdf>.

⁹ CDC, *BRFSS Brief, 2019*, available at https://www.health.ny.gov/statistics/brfss/reports/docs/2021-21_brfss_diabetes.pdf.

¹⁰ Hua X, Carvalho N, Tew M, Huang ES, Herman WH, Clarke P. *Expenditures and Prices of Antihyperglycemic Medications in the United States: 2002-2013*. *JAMA*. (2016); 315(13):1400–1402, available at <https://jamanetwork.com/journals/jama/fullarticle/2510902>.

price for 32 insulin products from manufacturers including Lilly grew by 40.1%, from \$19.60 to \$27.45 per 100 units.¹¹

15. A 2018 study estimated that international manufacturing costs for biosimilar versions of regular human insulin (“RHI”) would range from \$48-71, and the costs for most insulin analogues would range from \$78-133 per person per year.¹² A pricing analysis of insulins found that annual spending per person with Type 1 diabetes on insulin was \$2,864 in 2012, which increased to \$5,705 in 2016.¹³ During this time period, average insulin point-of-sale prices nearly doubled, with RHI increasing between 93-134%, and insulin analogs increasing by 69-138%.¹⁴ The prices charged for insulin products at the pharmacy counter have increased such that certain categories of consumers, including those who are uninsured, are sometimes unable to afford their prescribed supply.

16. Insulin manufacturers set list prices for insulin. Health plans may use list prices as an input to determine the price at which health plans reimburse pharmacies for prescriptions. Pharmacy benefit managers (“PBMs”), which represent health insurance plans, negotiate with manufacturers and pharmacies on behalf of the health insurance plans they represent. In order to obtain favorable placement on a health plan’s formulary, PBMs may require that insulin

¹¹ Van Nuys K, Ribero R, Ryan M, Sood N. *Estimation of the Share of Net Expenditures on Insulin Captured by US Manufacturers, Wholesalers, Pharmacy Benefit Managers, Pharmacies, and Health Plans From 2014 to 2018*. *JAMA Health Forum* (2021), 2(11):e213409, available at doi:10.1001/jamahealthforum.2021.3409.

¹² Gotham D., Barber M.J., Hill A., *Production costs and potential prices for biosimilars of human insulin and insulin analogues*, *BMJ Global Health* (2018);3:e000850 available at <https://gh.bmj.com/content/3/5/e000850>.

¹³ Biniek, J. F., Johnson, W. *Spending on Individuals with Type 1 Diabetes and the Role of Rapidly Increasing Insulin Prices*. *Health Care Cost Institute* (Jan 2019). Brief available at <https://healthcostinstitute.org/diabetes-and-insulin/spending-on-individuals-with-type-1-diabetes-and-the-role-of-rapidly-increasing-insulin-prices>. The study considered only point-of-sale pricing, and did not account for manufacturer coupons or rebates on insulin.

¹⁴ *Id.*

manufacturers offer to rebate a portion of insulin's list price to PBMs. When manufacturers increase list prices, they may be able to offer larger rebates to the PBMs.

17. Certain categories of consumers may be presented with pharmacy retail prices that are much higher than the discounted prices negotiated by PBMs on behalf of certain large health insurance plans. For example, insulin users with certain high deductible health plans, which require them to pay a percentage of the cost of the product until they reach a certain monetary amount, may pay much higher out-of-pocket costs for a certain portion of the year. Likewise, uninsured insulin users who have not enrolled in an available manufacturer patient assistance program or another third-party discount program may be faced with a list price for insulin that does not reflect discounts negotiated by certain large payers.

18. Lilly has developed a number of affordability solutions in order to help patients who use Lilly Insulin Products reduce their out-of-pocket costs for these products.

19. Some consumers eligible for Lilly's Affordability Solutions do not take advantage of them, and thus do not benefit from the significant cost savings available through these programs. This may be due, in part, to a lack of awareness of their eligibility for these programs.

20. Lilly neither admits nor denies the OAG's findings, reflected in paragraphs 12 through 19 above.

21. The OAG finds the relief and agreements contained in this Agreement appropriate and in the public interest.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

Prospective Relief

Continuing Initiatives

22. Lilly shall continue to make available to Cash Customers who present at the pharmacy with a valid prescription for a Lilly Insulin Product the option to pay no more than \$35 – or no more than the lowest applicable statutory cap (under federal or New York law) for the commercially insured, whichever is lower – for their monthly prescription of an Insulin Product. Lilly shall continue to offer the Affordability Solutions on terms and conditions at least as favorable as the terms and conditions that apply to the Affordability Solutions as of the Effective Date.

23. Lilly currently donates Insulin Products to 501(c)(3) organizations that provide those products at no cost to low-income individuals, and Lilly shall continue to make donations to certain national relief agencies which provide the donated Insulin Products to non-profit clinics that distribute them free of charge to individuals in New York with a prescription for Lilly Insulin Products.

Increased Free Insulin Products

24. Separate from and in addition to Lilly's existing and ongoing charitable donations, Lilly shall work with national relief agencies with which Lilly has existing relationships in the ordinary course of business to identify high-need geographical locations throughout New York where insulin prescriptions are repeatedly filled by Cash Customers. Lilly agrees to offer to provide Insulin Products free of charge through these national relief agencies to up to 100% more eligible non-profit clinics in these geographic locations, so that those clinics may provide these Insulin Products for free to individuals with a prescription for Lilly Insulin Products. The OAG and Lilly agree that, while Lilly commits to offering free Insulin Products

through national relief agencies to clinics in high-need geographical locations, Lilly cannot compel any relief agency or clinic to accept or dispense the Insulin Products.

Pharmacy-Assisted Rapid Affordability Determinations

25. Lilly shall enter into contract(s) with one or more Third Party Messaging Companies to implement the following program, designed to assist Cash Customers to quickly obtain Insulin Products at affordable prices at the point of sale, within 60 days of the Effective Date:

- a. If a pharmacist at a pharmacy that allows the messaging described herein processes a Cash Customer's prescription for a Lilly Insulin Product to its regular cash BIN, the Third-Party Messaging Companies with which Lilly has contracted will provide the pharmacy with a message (the precise language of which Lilly will approve) advising the pharmacy that it can facilitate the Cash Customer's use of one of Lilly's Affordability Solutions by utilizing (or directing the Cash Customer to utilize) a specified link to Lilly's Affordability Solutions Website or a specified toll free number. If feasible, such messaging shall indicate that the consumer may be eligible for free or substantially discounted Insulin Products.
- b. Upon receiving a Cash Customer's request to use one of its insulin Affordability Solutions at a pharmacy that allows the messaging described herein, Lilly shall determine the Cash Customer's eligibility according to the terms set forth on its Affordability Solutions Website. Lilly shall make eligibility determinations based on information received from the Cash Customer or pharmacy as promptly as possible (generally, within a matter of minutes), so as to enable the Cash Customer's access to free or discounted Insulin Products in accordance with the terms of the relevant Affordability Solution.

Upon a determination of eligibility, Lilly shall immediately take steps to supply the pharmacist or eligible Cash Customer with an appropriate coupon, voucher, or other notification that includes a BIN that the pharmacy will submit for adjudication of the prescription.

- c. To the extent necessary to enable pharmacists to assist Cash Customers' use of Lilly's Affordability Solutions in connection with the messaging described herein, Lilly shall make reasonable modifications to its existing processes (for example, any additional training of call center employees).
- d. To the extent necessary to execute this program, Lilly shall make reasonable modifications to its Affordability Solutions Website and educate its call center employees to enable prompt pharmacist-assisted eligibility determinations for its Affordability Solutions, and to comply with the foregoing provisions.

Outreach

26. When and to the extent that Lilly is communicating with patients, pharmacies, and healthcare providers regarding Lilly Insulin Products, Lilly shall disclose its Affordability Solutions, and provide information regarding how to access those offerings, as set forth herein:

- a. Clearly and Conspicuously on the Insulin Product pages of Lilly's website;
- b. In Lilly's written informational materials that are submitted on Form FDA-2253 and provided to pharmacies and healthcare providers; and
- c. In Lilly's written sales communications with pharmacies and healthcare providers that are submitted on Form FDA-2253.

27. To the extent that Lilly receives outreach from the Pharmacists Society of the State of New York, the New York Board of Pharmacy, or from New York pharmacists seeking

information about Lilly's Affordability Solutions, Lilly shall reasonably respond to such requests and provide timely information about its offerings with the goal of promoting pharmacist knowledge of, and patient utilization of, Lilly's Affordability Solutions.

Affordability Solutions Website Accessibility

28. Lilly's Affordability Solutions Website shall continue to have an interactive eligibility screening tool reflective of that in place as of the Effective Date. This tool shall be displayed on either the home page of the Affordability Solutions Website or on a page Clearly and Conspicuously indicated on the home page of the Affordability Solutions Website. The conclusion of this screening tool shall explain the results in clear language, and shall direct consumers to any steps needed to use the program(s) for which they are eligible.

29. The interactive eligibility screening tool on Lilly's Affordability Solutions Website shall allow consumers to input and submit relevant information without leaving the Affordability Solutions Website.

30. Lilly's Affordability Solutions Website shall have a feature that allows consumers to receive electronically any coupon, co-payment card, or other documentation that they must present to a pharmacy for purposes of utilizing an Affordability Solution.

31. Lilly shall offer live support, either via telephone or a live chat feature on its Affordability Solutions Website (or both), during regular business hours, for consumers who are using, or are seeking to use, Lilly's Affordability Solutions. The telephone number and/or live chat link shall be Clearly and Conspicuously displayed on all relevant pages of the Affordability Solutions Website applicable to Cash Customers.

32. Lilly shall maintain a version of its Affordability Solutions Website that is equivalent to the English-language version in Spanish.

Reporting and Recordkeeping

33. Beginning in Lilly's first full fiscal quarter after implementation of the messaging program and continuing for a period of three years thereafter, Lilly shall submit to the OAG, no later than 45 days after the conclusion of the fiscal quarter, a quarterly report describing for the prior quarter, with respect to New York pharmacies:

- a. Number of pharmacies that are participating in the messaging program described above in the section titled "Pharmacy-Assisted Rapid Affordability Determinations" ("the Messaging Program");
- b. Number of times a message was sent via a Third-Party Messaging Company as a result of the Messaging Program in response to a pharmacist entering a cash BIN;
- c. Number of customers at New York pharmacies who used a \$35 co-pay card obtained through Lilly's Affordability Solutions and who self-identify to Lilly as paying for Insulin Products in cash;
- d. Number of customers described in Paragraph 33(c) who enrolled after a message sent with the Messaging Program, to the extent the Third-Party Messaging Companies can track this information;
- e. Total value of discounts provided to customers described in Paragraph 33(c) who enrolled after a message sent with the Messaging Program, to the extent the Third-Party Messaging Companies can track this information;
- f. Representative samples of the informational materials regarding Lilly's Affordability Solutions provided to providers, pharmacies, and patients; and
- g. The publicly reported list price for Lilly's Insulin Products as of the beginning of the relevant quarter.

34. Lilly shall maintain for at least three years all underlying documentation and data supporting the reports described in Paragraph 33, and shall furnish this documentation and data to the OAG upon request within 14 days of such request.

35. Lilly shall also be obligated to report any material changes to the terms and conditions of its Affordability Solutions which are applicable to Cash Customers within 30 days of the implementation of those changes.

36. In any case where the circumstances warrant, the OAG may require Lilly to submit an interim report upon 30 days' notice. Any such report shall include, at a minimum, all items specified in Paragraph 33.

Miscellaneous

37. The OAG accepts this Agreement in lieu of commencing a proceeding and agrees not to file, commence, or pursue a statutory proceeding against Lilly for violations of Executive Law § 63(12) or GBL Article 22-A, §§ 349 and 350 that occurred prior to the Effective Date based on any allegations related to Lilly's insulin pricing practices or the OAG's findings in paragraphs 12 through 19.

Subsequent Proceedings.

38. Lilly expressly agrees and acknowledges that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Agreement, for violations of the Agreement, or if the Agreement is voided pursuant to Paragraph 45, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses related to the subject matter of this Agreement are tolled from and after the Effective Date;

- b. the OAG may use statements, documents or other materials produced or provided by Lilly prior to or after the Effective Date in connection with that investigation, civil action, or proceeding; and
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent irrevocably and unconditionally waives, for purposes of matters related to compliance with or enforceability of this Agreement, any objection based upon personal jurisdiction, inconvenient forum, or venue.

39. If a court of competent jurisdiction determines that Lilly has violated the Agreement, Lilly shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Agreement, including without limitation legal fees, expenses, and court costs.

Effects of Agreement:

40. This Agreement is not intended for use by any third party in any other proceeding.

41. All terms and conditions of this Agreement shall continue in full force and effect on any successor, assignee, or transferee of Lilly. Lilly shall include in any such successor, assignment or transfer agreement a provision that binds the successor, assignee, or transferee to the terms of the Agreement. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the OAG.

42. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

43. Any failure by the OAG to insist upon the strict performance by Lilly of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof,

and the OAG, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by Lilly.

Communications:

44. All notices, reports, requests, and other communications pursuant to this Agreement shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to Lilly, to:

Daniel Siegfried
Associate Vice President, Assistant General Counsel
Eli Lilly and Company
Lilly Corporate Center
Indianapolis, IN 46285
siegfried_daniel@lilly.com,

or in his absence, to the person holding the title of Assistant General Counsel - Litigation.

If to the OAG, to:

Kate Matuschak
Assistant Attorney General
Consumer Frauds and Protection Bureau
New York State Office of the Attorney General
28 Liberty Street
New York, NY 10005
(212) 416-6189
kate.matuschak@ag.ny.gov,

or in her absence, to the person holding the title of Bureau Chief, Consumer Frauds and Protection Bureau.

Representations and Warranties:

45. The OAG has agreed to the terms of this Agreement based on, among other things, the representations made to the OAG by Lilly and its counsel and the OAG's own factual

investigation. Lilly represents and warrants that neither it nor its counsel has knowingly made any material representations to the OAG that are inaccurate or misleading. If any material representations by Lilly or its counsel are later found to be inaccurate or misleading by a court of competent jurisdiction, this Agreement is voidable by the OAG in its sole discretion.

46. Lilly represents and warrants, through the signatures below, that the terms and conditions of this Agreement are duly approved. Lilly further represents and warrants that Lilly, by Kevin Cammack, as the signatory to this Agreement, is a duly authorized officer acting at the direction of the Board of Directors of Lilly.

General Principles:

47. Unless a term limit for compliance is otherwise specified within this Agreement, Lilly's obligations under this Agreement shall continue for a period of 5 years after the Effective Date. Nothing in this Agreement shall relieve Lilly of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

48. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Lilly violates the Agreement after its Effective Date.

49. The Parties acknowledge that certain of the undertakings set forth herein involve third parties that may be outside of the Parties' control, including Third-Party Messaging Companies, non-profit clinics, national relief agencies, pharmacies, individual pharmacists, and consumers. In the event that Lilly believes that any third party is interfering with the purpose of the Agreement or obstructing, impairing, or delaying Lilly's ability to comply with its obligations under this Agreement, the Parties agree to confer in good faith about steps that either or both may be able to take to encourage cooperation by third parties.

50. In the event that Lilly proposes to adjust the parameters of the aforementioned Affordability Solutions and the Parties disagree about whether the change(s) would lessen the benefits provided to New York consumers, the Parties will promptly meet and confer in an attempt to resolve their dispute.

51. If the OAG believes that Lilly has violated a provision of this Agreement, prior to taking legal action to enforce this Agreement as a result of the alleged violation, the OAG shall notify Lilly in writing identifying the alleged violation and the provision of this Agreement in question. Lilly shall have 30 days (the "Cure Period") to cure the alleged violation, or explain why the alleged violation is not an actual violation, and, where relevant, provide the OAG with a detailed written explanation of the corrective actions taken. In the event an actual violation has not been cured within the Cure Period, Lilly shall be in breach of this Agreement. Lilly shall not, however, be entitled to notice and an opportunity to cure an alleged violation if the OAG determines in good faith that a substantial public danger requires immediate action.

52. To seek a modification of this Agreement for any reason, Lilly shall make a written request for such modification. The OAG will respond to any such request within 45 days and will not unreasonably withhold consent. Changed conditions, federal or state legislative or regulatory action, or any other circumstance that materially alters the marketplace for insulin or the terms on which insulin can or must be sold may properly serve as the basis for a request for modification of this Agreement.

53. This Agreement may not be amended except by an instrument in writing signed on behalf of the Parties to this Agreement.

54. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or

unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

55. Lilly acknowledges that it has entered this Agreement freely and voluntarily and upon due deliberation with the advice of counsel.

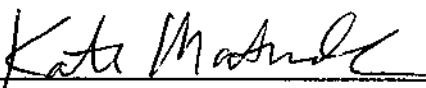
56. This Agreement shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

57. The Agreement and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

58. This Agreement may be executed in multiple counterparts by the Parties hereto. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the Effective Date. For purposes of this Agreement, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

Date: ~~April~~^{May 2}, 2023

By: 

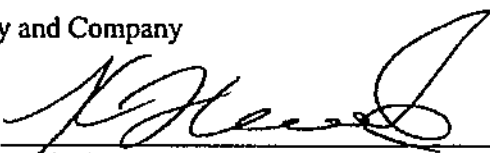
Jane M. Azia, Bureau Chief
Kate Matuschak, Assistant Attorney General
Consumer Frauds and Protection Bureau

Amy McFarlane, Deputy Bureau Chief
Antitrust Bureau

Steven J. Glassman
Special Counsel
Economic Justice Division

Eli Lilly and Company

Date: April ~~24~~²⁴, 2023

By: 

Kevin Cammack
Vice President-Connected Care Business Unit,
Diabetes Business Unit