

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING DATE**

Jennifer M. Probst v. Eli Lilly and Company, Case No. 22-cv-01986-SEB-MKK (S.D. Ind.)

To all persons employed by Eli Lilly and Company (the “Defendant”) and any subsidiary and affiliate company (including Lilly USA, LLC and Eli Lilly International Corporation) participating in The Lilly Employee Welfare Plan and based in Indiana who purchased vacation time under Defendant’s Holiday and Vacation Plan (the “H&V Plan”) between October 10, 2020 through November 22, 2023 (the “Class Period”): **YOU MAY BE ENTITLED TO MONEY FROM THIS PROPOSED SETTLEMENT.**

A federal court authorized this notice. This is not a solicitation from a lawyer.

Your legal rights are affected whether you act or do not act. Please read this notice carefully to understand your options and the deadlines to exercise them.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please contact the Claims Administrator, Analytics Consulting, at the telephone number and address provided below.

If you wish to object and/or be excluded from this proposed settlement, you must submit your objection and/or request-for-exclusion form as explained below no later than February 19, 2024.

WHAT IS THIS LAWSUIT ABOUT?

In this lawsuit (the “Lawsuit”), Plaintiff Jacob Lynch (“Plaintiff”) claims that Defendant improperly deducted wages in violation of the Indiana Wage Assignment Statute, I.C. 22-2-6-2, based upon alleged vacation purchase wage deductions (the “Vacation Purchase Claim”). Plaintiff seeks relief for himself and Class members in the form of alleged unpaid and underpaid wages, liquidated damages, equitable relief, attorney’s fees, and costs and expenses.

Defendant denies that it has violated the law in any manner. Defendant asserts that it has not improperly deducted wages from any employee for purchased vacation or for any other purpose. Nothing contained herein, nor the consummation of this settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

WHO IS INCLUDED IN THIS SETTLEMENT?

This settlement includes the following Class:

All Indiana-based employees of Defendant who purchased vacation time under Defendant’s Holiday and Vacation Plan, a component plan of The Lilly Employee Welfare Plan (the “H&V Plan”) between October 10, 2020 and November 22, 2023 (the “Class”).

If you are receiving this Notice, Defendant has determined that you are part of the Class and may be eligible for a monetary award.

WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay up to a total of **\$2,935,000.00** (“Gross Settlement Fund”) to settle this case. This includes the payments to the Settlement Class, Class Counsel’s attorneys’ fees and costs, any incentive award for Class Representative awarded by the Court, all taxes payable on awards to Settlement Class Members and all costs associated with administering the settlement. The amount remaining after the above deductions is referred to as the “Net Settlement Fund” and is anticipated to be about **\$1,892,853.67**. All payments to the Settlement Class will be from the Net Settlement Fund.

If you do nothing in response to this Notice, you will be entitled to receive your portion of the Net Settlement Fund (“Your payment”). Your payment will be determined by dividing the Net Settlement Fund by the total amount of wages withheld for purchased vacation under the H&V Plan between October 10, 2020 and November 22, 2023 for all members of the Class who have not timely opted out of the settlement (“Settlement Class Members”), and then multiplying that figure by the amount of reduced wages for purchased vacation under the H&V Plan from each Settlement Class Member between October 10, 2020 and the November 22, 2023. The amount of wages that has been withheld for purchased vacation from you and your estimated Settlement Payment based upon this amount is printed on the enclosed Exhibit A. Your actual Settlement Payment may be more or less than the estimated amount, depending on the total amount of objections, challenges, and exclusion requests submitted by Class Members and Court approval. To the extent there are unclaimed funds remaining in the Net Settlement Fund once all timely and valid claims for payment have been accounted for, 100% of those unclaimed funds in the Net Settlement Fund will be transferred to Defendant. You can also opt to exclude yourself from the Settlement or object to the settlement, as explained below. If you do **not** submit a request for exclusion or objection to the settlement within February 19, 2024, then you will be included in the Class.

WHAT CLAIMS ARE BEING RELEASED?

Unless you exclude yourself from the Settlement as explained below, you will fully release and discharge Defendant and each of its past, present, and future officers, directors, agents, employees, servants, associates, spouses, representatives, subsidiaries, affiliated companies, parent companies, joint ventures and joint venturers, partnerships and partners, members, stockholders, shareholders, bondholders, unitholders, beneficiaries, trustees, insurers, reinsurers, divisions, agents, attorneys, administrators, advisors, predecessors, successors, heirs, and assigns, including Lilly USA LLC and Eli Lilly International Corporation (the “Releasees”), from any and all individual and class claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Lawsuit, including, but not limited to any claims under federal or state law that are alleged in the Lawsuit, or could have been alleged based upon the facts alleged on a classwide basis in the Lawsuit as amended (the “Released Claims”). The Released Claims include, but are not necessarily limited to, any claim for violation of any federal, state, or local statute, rule, or regulation relating to the payment of wages and deductions from wages. This includes claims under the Indiana Wage Payment Statute, the Indiana Wage Assignment Statute, the Fair Labor Standards Act, the Indiana Minimum Wage Law, and Indiana state law for alleged improper deductions and failure to pay wages, and for any statutory or civil penalties or liquidated damages under any statute, ordinance, or otherwise arising from or related to alleged improper wage deductions by Defendant for participation in the vacation purchase program or failure to pay wages but does not include any claims relating to the allegations of “Fleet Basic” wage deductions asserted on an individual basis only in Section IV.B. of the First Amended Complaint.

HOW TO CHALLENGE YOUR PAYMENT AMOUNT

Exhibit A of this Notice provides individualized information about the estimated amount owed to you. Your actual payment may be more or less than the estimated amount, depending on the total amount of objections, challenges, and exclusion requests submitted by Class Members, assuming that the Court approves the settlement.

If you wish to challenge the information set forth in Exhibit A, then you must submit a written, signed challenge, under penalty of perjury, along with any supporting documents to the Claims Administrator, Eli Lilly Vacation Purchase Case P.O. Box 2004, Chanhassen, MN 55317-2004, postmarked on or before February 19, 2024. No dispute will be considered timely if submitted after this date. Counsel for the parties may agree to a compromise to resolve your challenge or they may agree to allow the Claims Administrator to resolve your challenge and make a final and binding determination without hearing or right of appeal. The

Claims Administrator will inform you whether your dispute was resolved in your favor within ten calendar (10) days after your challenge is made. In the case of a challenge, you will have the burden of proof to show that Defendant's records are incorrect. If any other dispute arises about the accuracy of the information in Exhibit A of this Notice, counsel for the Parties may agree to a compromise of the dispute or agree to allow the Claims Administrator to resolve the dispute and make a final and binding determination without hearing or right of appeal. Please note that engaging in the dispute process set forth in this paragraph does not extend the time to exclude yourself from the class, which is discussed below.

WHAT ARE YOUR OTHER OPTIONS?

If you don't want to be legally bound by the settlement, you must exclude yourself by submitting a Request for Exclusion, postmarked on or before February 19, 2024. If you exclude yourself, you cannot receive money from the settlement, but you may be able to otherwise pursue or continue to pursue Defendant for the legal claims at issue in this case. If you do not exclude yourself from the settlement, you may still object to the settlement by filing an objection, postmarked on or before February 19, 2024. Both of these options are described in more detail below.

How to Object to the Settlement

If you do not exclude yourself from the settlement, you can ask the Court to deny approval of the settlement by submitting an objection to it to the Claims Administrator. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement as presented to it by the parties. If the Court denies approval, no settlement payments will be made and the lawsuit will continue. If that is what you want to happen, you must object. However, if the Court rejects your objection, you will still be bound by the terms of the settlement. To object, you must mail a written notice of objection to the Claims Administrator, postmarked on or before February 19, 2024 to Eli Lilly Vacation Purchase Case P.O. Box 2004, Chanhassen, MN 55317-2004. If you exclude yourself from the settlement, you cannot object because the settlement then would no longer impact you.

Any written objection must state each specific reason in support of your objection, any legal support for each objection, and whether you wish to appear and be heard at the Fairness Hearing, referenced below. Your written objection must also state the case name and docket number for this Lawsuit (which are shown at the top of this Notice), as well as your full name, social security number, address, telephone number, and dates of your employment with Defendant. To be effective, any written objections must be postmarked no later than February 19, 2024. A Class Member who fails to submit a written statement of objection in the manner described above and by the specified deadline will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

How to Exclude Yourself From the Settlement

You have the right to exclude yourself from the Class and the settlement. If you wish to be excluded, you must mail a Request for Exclusion to the Claims Administrator setting forth your name and a statement that you request exclusion from the Class and do not wish to participate in the settlement, with a postmark no later than February 19, 2024 to Eli Lilly Vacation Purchase Case P.O. Box 2004, Chanhassen, MN 55317-2004.

If you timely request exclusion from the Class, you will be excluded from the Class, you will receive no payment from the settlement, you will not be bound by the judgment entered in the Lawsuit, and you will not be precluded from otherwise prosecuting any individual claim against Defendant.

Final Fairness Hearing

A hearing on the fairness of the proposed settlement, and on Plaintiff's petition for attorneys' fees and costs and incentive payments to Plaintiff, is scheduled for April 9, 2024, at 1:00 p.m. If there are objections and arguments concerning the fairness of the proposed settlement, the Court will consider them. The hearing will

take place before the Honorable M. Kendra Klump in the Birch Bayh Federal Building & U.S. Courthouse of the United States District Court for the Southern District of Indiana, Courtroom 243, at 46 East Ohio Street, Indianapolis, IN 46204. Please note that the Court may change the time and date of the hearing without further notice.

ADDITIONAL INFORMATION

This description of the Lawsuit is general and does not cover all of the issues and proceedings thus far. In case of any discrepancy between this notice and the Stipulation of Settlement, the terms of the Stipulation of Settlement will be controlling. In order to see the complete file including the individual terms of the settlement, you can visit the office of the Clerk of the Court for the U.S. District Court for the Southern District of Indiana at 46 East Ohio Street, Room 105, Indianapolis, IN 46204, or access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.ilnd.uscourts.gov>.

For more information, call the Claims Administrator at (877) 221-4787 or visit www.EliLillyVacationPurchase.com.

You can also contact any of the lawyers listed below who the Court has designated to represent the interests of Plaintiff and the Class Members. If you call one of these lawyers, please identify yourself as a "Class Member" in the "Eli Lilly Vacation Purchase Deduction Lawsuit" and ask to speak with one of the following lawyers:

Robert P. Kondras
Hassler Kondras Miller LLP
100 Cherry Street
Terre Haute, Indiana 47807
Telephone: (812) 232-9691
kondras@hkmlawfirm.com

Scott S. Luzi
Walcheske & Luzi, LLC
235 N. Executive Drive, Suite 240
Brookfield, WI 53005
Telephone: (262) 780-1953
sluzi@walcheskeluzi.com

* Nothing prohibits you from speaking with other lawyers about this Lawsuit, the settlement or this Class Notice.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.