

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) (collectively, the “United States”), AssuredPartners, Inc. and AP of South Florida, LLC, and [REDACTED] (Relator) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. AssuredPartners, Inc. (AssuredPartners) is a national partnership of insurance brokers based in Delaware. On February 26, 2021, AP of South Florida, LLC (APSF), then a wholly-owned subsidiary of AssuredPartners, purchased certain of the assets of Fiorella Insurance Agency, Inc. (Fiorella), an insurance brokerage based in Stuart, Florida. After this asset purchase, APSF did business as “Fiorella Insurance Agency.” APSF marketed and sold Affordable Care Act health insurance plans to consumers in Florida.

B. Relator filed a *qui tam* action in the United States District Court for the Middle District of Florida in December 2020, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and a First Amended Complaint on February 24, 2022 (the Civil Action). Relator alleged that Defendants APSF and AssuredPartners, among others, violated the False Claims Act by submitting, or causing to be submitted, false or fraudulent applications for fully subsidized Affordable Care Act insurance plans on behalf of thousands of consumers.

C. Congress enacted the ACA in part to expand Americans’ access to affordable health insurance. The ACA established a premium tax credit, also known as a “subsidy,” which is a refundable tax credit designed to assist eligible consumers in affording health insurance purchased through an Exchange. In order to be eligible for a subsidized ACA plan in Florida

during the relevant time period, a consumer's projected household income for the coverage year generally was required to be above 100% of the federal poverty line. The amount of the subsidy was based on a sliding scale: The lower the consumer's income, the higher the subsidy. These subsidies are commonly transmitted directly to the insurer offering the ACA plan and credited toward the consumer's applicable monthly premium.

D. Eligible consumers are permitted to enroll in ACA plans during the annual open enrollment period which generally begins on November 1 before the beginning of the coverage year. A consumer is permitted to enroll in an ACA plan outside of open enrollment if they qualify for a special enrollment period (SEP). SEPs are triggered by certain qualifying life events. In some circumstances, applying for Medicaid coverage and being denied was a qualifying life event that could lead to a SEP.

E. In its capacity as the federally-facilitated exchange, the Centers for Medicare & Medicaid Services (CMS) makes an initial determination about a consumer's eligibility for an ACA plan based on the information submitted on the application and the amount of any subsidy to be paid by the government towards that consumer's monthly premium. As part of this initial determination and/or at other times while a consumer is enrolled in an ACA plan, CMS seeks to verify the consumer's income and other information submitted in the application by comparing it to a trusted source, such as IRS data. If there is a discrepancy between the information in the application and the information supplied by the trusted source, CMS will issue a document known as a Data Matching Inconsistency ("DMI"). Following the issuance of the DMI, the consumer has 90 or 95 days (depending on the type of DMI) from the date of that written notice to provide any additional information or documents requested by CMS to resolve the DMI. After the applicable deadline has elapsed the consumer may lose eligibility for an ACA premium subsidy or the amount of the subsidy may be reduced by CMS.

F. The United States contends that APSF and AssuredPartners submitted or caused to be submitted claims for Advance Premium Tax Credits (APTCs) to the government-operated Affordable Care Act health insurance “Marketplace” or “Exchange” (Exchange).

G. The United States contends that it has certain civil claims against APSF and AssuredPartners arising from APSF and AssuredPartners knowingly submitting or causing to be submitted false claims for payment to the Exchange during the period from February 26, 2021, through September 2022. Specifically, the United States contends that:

1. APSF contracted with a company that utilized “street marketers” who solicited consumers to enroll in subsidized ACA plans through APSF. The street marketers targeted homeless shelters, bus stops, drug treatment clinics, and similar locations. The street marketers, at times, provided incentives, such as cash or gift cards, to these individuals in return for agreeing to enroll in ACA plans or for supplying personal identifying information, which APSF employees used to submit applications for ACA plans.

2. APSF documents instructed employees to include qualifying income levels on these ACA applications without regard to the truthfulness of the information. When the APSF employees included this information, they frequently knew that the consumers did not qualify for subsidized ACA plans because they did not make, and had no reasonable expectation of making, the minimum income required to receive such subsidies.

3. APSF employees knowingly submitted false or fraudulent applications for subsidized ACA plans on behalf of thousands of consumers. These applications represented that the consumers would make a minimum income amount just over the federal poverty line in order to cause the government to pay the highest subsidy amount.

4. APSF employees knowingly submitted applications to Florida’s Medicaid program that included false or unverified information about the applicant’s income for the purpose of generating a “Medicaid denial letter.” The Medicaid denial letters were then used as a qualifying event to trigger an SEP that allowed APSF to submit applications for ACA plans outside of the normal enrollment periods. As a result of this practice certain individuals lost Medicaid coverage and received ACA insurance that did not provide coverage for their medical needs.

5. When CMS issued DMIs to consumers APSF or Fiorella had signed up for ACA plans seeking additional verification of the consumers’ income or other information, APSF employees knowingly submitted false statements to CMS in order to extend the deadline for responding to and resolving the discrepancies that CMS identified, thereby causing the United States to continue to pay the subsidies.

6. APSF received commissions, bonuses, and/or other payments from the insurer for each consumer enrolled in an ACA plan. A significant portion of APSF’s revenues from these fraudulently obtained payments flowed up to its parent corporation, AssuredPartners.

The conduct set forth in this Paragraph G is referred to below as the “Covered Conduct.”

H. APSF agreed to plead guilty to one count of Major Fraud Against the United States, in violation of 18 U.S.C. § 1031, as set forth in an agreement with the United States Department of Justice dated March 20, 2026 (the “Plea Agreement”). The conduct set forth in APSF’s Plea Agreement is included within the Covered Conduct set forth in Paragraph G above.

I. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator’s reasonable expenses, attorneys’ fees and costs.

J. The determination of the APSF Settlement Amount in Paragraph 1 of the Agreement, below, is based on an analysis of APSF's current ability to pay; based on this analysis, the Parties have agreed to this APSF Settlement Amount as a compromise amount, even though the United States contends that the loss was greater.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. APSF shall pay \$27,630,820 ("APSF Settlement Amount"), of which \$27,630,820 is restitution, by establishing an escrow account, depositing \$27,630,820 into that escrow account no later than 10 days after the Effective Date of this Agreement, and paying that \$27,630,820 out of the escrow as required by Paragraph 22.d. of the Plea Agreement. For the avoidance of doubt, the amount deposited into the escrow pursuant to this Paragraph is coextensive with, and not in addition to, the amount APSF deposits into the escrow pursuant to the Plea Agreement.

2. AssuredPartners shall pay to the United States \$107,369,180 ("AssuredPartners Settlement Amount"), of which \$53,684,590 is restitution, and interest on the AssuredPartners Settlement Amount at a rate of 4.25% per annum from February 6, 2026, through the Effective Date of this agreement, no later than 10 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

3. The APSF Settlement Amount and the AssuredPartners Settlement Amount together are the Total Settlement Amount of \$135 million.

4. Conditioned upon the United States receiving the Total Settlement Amount plus interest due under Paragraph 2, and as soon as feasible after receipt, the United States shall pay 18% of the Total Settlement Amount to Relator by electronic funds transfer (Relator's Share).

5. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and upon the United States' receipt of the Total Settlement Amount, plus interest due under Paragraph 2, the United States releases APSF and AssuredPartners, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud. For the avoidance of doubt, this release does not include any of the entities or individuals named in the Civil Action other than APSF and AssuredPartners.

6. Subject to the exceptions in Paragraph 7 below, and upon the United States' receipt of the Total Settlement Amount, plus interest due under Paragraph 2, Relator, for [REDACTED] and for [REDACTED] heirs, successors, attorneys, agents, and assigns, releases APSF and AssuredPartners, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; corporate owners; and the corporate successors and assigns of any of them, from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733. For the avoidance of doubt, this release does not include any of the entities or individuals named in the Civil Action other than APSF and AssuredPartners.

7. Notwithstanding the releases given in Paragraph 5 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability of any of the entities or individuals named in the Civil Action other than APSF and AssuredPartners.

8. Relator and [REDACTED] heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and [REDACTED] heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the allegations against APSF and Assured Partners in the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement.

9. Relator, for [REDACTED], and for [REDACTED] heirs, successors, attorneys, agents, and assigns, releases APSF and AssuredPartners, together with their current and former parent corporations;

direct and indirect subsidiaries; brother or sister corporations; divisions; corporate owners; and the corporate successors and assigns of any of them, from any claims Relator has asserted, could have asserted, or may assert in the future against APSF or AssuredPartners, except for claims for reasonable expenses, attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d) or as expressly provided otherwise in this Agreement. For the avoidance of doubt, this release does not include any of the entities or individuals named in the Civil Action other than APSF and AssuredPartners.

10. APSF has provided the United States with financial disclosures and supporting documents responsive to the October 8, 2019 Benczkowski Memorandum's Attachment A and to follow-up requests made thereafter by the United States (together "Financial Disclosures") and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. APSF warrants that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which APSF had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy APSF's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by APSF on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$1.5 million or more, the United States may at its option: (a) rescind this Agreement as to APSF and reinstate its suit as to APSF or file suit against APSF based on the Covered Conduct or (b) collect the full APSF Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of APSF's previously undisclosed assets. APSF agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that it will immediately

pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, rescinds this Agreement pursuant to this paragraph, APSF waives and agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to APSF that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on February 24, 2022.

11. APSF and AssuredPartners waive and shall not assert any defenses APSF and AssuredPartners may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. For the avoidance of doubt, APSF reserves its right to assert such defenses based on its Plea Agreement and associated guilty plea.

12. APSF and AssuredPartners fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that APSF and AssuredPartners have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

13. APSF and AssuredPartners fully and finally release the Relator, [REDACTED] heirs, successors, attorneys, agents, and assigns from any claims (including attorneys' fees, costs, and

expenses of every kind and however denominated) that APSF and AssuredPartners have asserted, could have asserted, or may assert in the future against the Relator, ■ heirs, successors, attorneys, agents, and assigns.

14. APSF and AssuredPartners agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of APSF and AssuredPartners, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement and any related plea agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) APSF and AssuredPartners' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement and any Plea Agreement; and
- (5) the payment APSF and AssuredPartners make to the United States pursuant to this Agreement and any payments that APSF and AssuredPartners may make to Relator, including costs and attorneys' fees

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by APSF and AssuredPartners, and APSF and AssuredPartners shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by APSF and AssuredPartners or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: APSF and AssuredPartners further agree that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by APSF and AssuredPartners or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. APSF and AssuredPartners agree that the United States, at a minimum, shall be entitled to recoup from APSF and AssuredPartners any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by APSF and AssuredPartners or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on APSF and AssuredPartners or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine APSF and AssuredPartners' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

15. APSF and AssuredPartners agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, APSF and AssuredPartners shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. APSF and AssuredPartners further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf. APSF's agreement and obligation to cooperate shall terminate one year after the Effective Date of this Agreement.

16. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 17 (waiver for beneficiaries paragraph), below.

17. APSF and AssuredPartners agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors based upon the claims defined as Covered Conduct.

18. Upon receipt of the payments described in Paragraphs 1 and 2, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Partial Dismissal of the Civil Action pursuant to Rule 41(a)(1), as to APSF and AssuredPartners only. The Joint Stipulation of Partial Dismissal shall state that (1) all claims against APSF and AssuredPartners in the Civil Action relating to the Covered Conduct are dismissed with prejudice as to the United States; (2) all other claims against APSF and AssuredPartners in the Civil Action are dismissed without prejudice as to the United States; and (3) all claims against APSF and AssuredPartners in the Civil Action are dismissed with prejudice as to Relator, except claims for reasonable attorneys' fees, expenses and costs pursuant to 31 U.S.C. § 3730(d), which are expressly reserved.

19. With the exception of Relator's claim for attorneys' fees, expenses and costs, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

20. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

21. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District

Court for the Middle District of Florida. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

22. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

23. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

24. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

25. This Agreement is binding on AssuredPartners' and APSF's successors, transferees, heirs, and assigns.

26. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

27. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

28. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 3-20-2026 BY: Wendy Zupac
Wendy Zupac
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 3/20/26 BY: Jeremy Bloor
Jeremy Bloor
Assistant United States Attorney
Office of the United States Attorney
Middle District of Florida

DATED: _____ BY: _____
SPENCER Digitally signed by
TURNBULL SPENCER TURNBULL
Date: 2026.03.20
16:52:59 -04'00'
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

AssuredPartners, Inc. - DEFENDANT

DATED: _____ BY: _____
AssuredPartners, Inc.

DATED: _____ BY: _____
Jaime L.M. Jones
Kristin Graham Koehler
Counsel for AssuredPartners, Inc.

AP of South Florida, LLC - DEFENDANT

DATED: _____ BY: _____
Authorized Signatory for AP of South Florida, LLC

DATED: 3/19/2026 BY: *Amy D. Kossak*
Amy D. Kossak
Andrew O'Connor
Counsel for AP of South Florida, LLC

DATED: _____ BY: _____
John C. Richter
Lucas M. Fields
Counsel for AP of South Florida, LLC

██████████ RELATOR

DATED: _____ BY: _____
██████████

DATED: _____ BY: _____
Amy L. Easton
Counsel for ██████████

AssuredPartners, Inc. - DEFENDANT

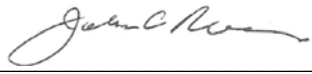
DATED: _____ BY: _____
AssuredPartners, Inc.

DATED: _____ BY: _____
Jaime L.M. Jones
Kristin Graham Koehler
Counsel for AssuredPartners, Inc.

AP of South Florida, LLC - DEFENDANT

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Authorized Signatory for AP of South Florida, LLC

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Amy D. Kossak
Andrew O'Connor
Counsel for AP of South Florida, LLC

DATED: 3/19/26 BY: 
John C. Richter
Lucas M. Fields
Counsel for AP of South Florida, LLC

██████████ - RELATOR

DATED: _____ BY: _____
██████████

DATED: _____ BY: _____
Amy L. Easton
Counsel for ██████████

AssuredPartners, Inc. - DEFENDANT

DATED: 3/19/2026 BY: *Richard C Cary*
AssuredPartners, Inc. *Richard C Cary*

DATED: 3/19/2026 BY: *Jaime L.M. Jones*
Jaime L.M. Jones
Kristin Graham Koehler
Counsel for AssuredPartners, Inc.

AP of South Florida, LLC - DEFENDANT

DATED: _____ BY: _____
Authorized Signatory for AP of South Florida, LLC

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Amy D. Kossak
Andrew O'Connor
Counsel for AP of South Florida, LLC

DATED: _____ BY: _____
John C. Richter
Lucas M. Fields
Counsel for AP of South Florida, LLC

██████████ - RELATOR

DATED: _____ BY: _____
██████████

DATED: _____ BY: _____
Amy L. Easton
Counsel for ██████████

AssuredPartners, Inc. - DEFENDANT

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AssuredPartners, Inc.

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Jaime L.M. Jones
Kristin Graham Koehler
Counsel for AssuredPartners, Inc.

AP of South Florida, LLC - DEFENDANT

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Andrew O'Connor
Counsel for AP of South Florida, LLC

DATED: _____ BY: _____
John C. Richter
Lucas M. Fields
Counsel for AP of South Florida, LLC

_____ - RELATOR

DATED: 3/20/26 BY: _____

DATED: 3/20/26 BY: _____
Amy L. Easton
Counsel for _____