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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

ADROIT HEALTH GROUP LLC,
THE ADROIT GROUP, LLC, and
A1 HEALTH GROUP, LLC,

Defendants.

CIVIL ACTION NO. 26-1256A

FINAL JUDGMENT BY CONSENT

The Court has reviewed the Complaint filed in this case by the Commonwealth of Massachusetts (the "Commonwealth"), the assented-to Motion for Entry of Final Judgment by Consent ("Motion"), and the attached Consent. The Court finds that it properly has subject matter jurisdiction over this Complaint and personal jurisdiction over the Adroit Health Group LLC, The Adroit Group, LLC, and A1 Health Group, LLC (collectively, "Defendants"), and finds that the entry of this Final Judgment by Consent ("Consent Judgment") is in the interest of justice.

WHEREAS, the Attorney General of the Commonwealth (the "Attorney General") has concluded an investigation into the practices of Defendants regarding the marketing, sale, and administration of health insurance products and non-insurance health programs to Massachusetts consumers;

WHEREAS, the Attorney General’s investigation (the “Investigation”) pertained to allegations that Defendants violated the Massachusetts Consumer Protection Act, G.L. c. 93A, § 2 by, *inter alia*, (a) deceptively marketing and selling health insurance products and non-insurance health programs to Massachusetts consumers; (b) using unfair and deceptive electronic agreements with Massachusetts consumers; (c) engaging in unfair and deceptive conduct related to billing and cancellation; and (d) deceptively using the aliases “Strata” and “A1”;

WHEREAS, the Commonwealth, through the Complaint, has sought, *inter alia*, injunctive relief, restitution, and the assessment of civil penalties;

WHEREAS, Defendants represent that products for which Defendants have served as a third party administrator have not been sold to new Massachusetts customers since in or about January 2022;

WHEREAS, without admission of liability, to amicably resolve the claims in the Complaint and to avoid the cost and uncertainty of litigation, the parties have agreed to the entry of this Consent Judgment and the Commonwealth has filed the Motion seeking entry of this Consent Judgment;

Accordingly, good cause being shown, **IT IS ORDERED THAT:**

I. JURISDICTION AND VENUE

1. The Superior Court has jurisdiction over the subject matter of this action and over the parties to it pursuant to G.L. c. 93A, § 4, and G.L. c. 214, §§ 1 and 3.

2. Venue is proper in Suffolk County pursuant to G.L. c. 93A, § 4 and G.L. c. 223, § 5.

II. PERMANENT INJUNCTIVE RELIEF

3. Defendants and their subsidiaries, divisions, affiliates, officers, agents, sub-agents, servants, employees, and attorneys, as well as successors and assigns, and other persons and entities in active concert or participation with them with actual notice of this injunction, are restrained and enjoined, pursuant to G.L. c. 93A, § 4, from selling, offering for sale, or participating in the sale or administration of any health insurance policy or non-insurance health program (together, "Plan"), including any discount health plan, health care sharing ministry program, association membership, or wellness plan, to any Massachusetts resident, until such time, if any, as the Court may modify the Consent Judgment on a motion brought by Defendants with the Commonwealth's assent (such assent to be granted or withheld in the Attorney General's sole and unreviewable discretion and for any reason the Attorney General deems appropriate).

III. MONETARY RELIEF

4. Defendants are jointly and severally required to pay \$5 million (the "Total Judgment Amount") as described herein.

5. Within fourteen (14) calendar days after the entry of this Consent Judgment, Defendants shall make payment by electronic fund transfer to the Office of the Attorney General in the amount of \$2,000,000, which the Attorney General shall expend and distribute in her sole discretion and in amounts she deems appropriate, to provide restitution or other relief to individuals who were Massachusetts residents when Defendants received payment from them ("Massachusetts Purchasers").

6. No later than March 15, 2027, Defendants shall make payment by electronic fund transfer to the Office of the Attorney General in the amount of \$1,500,000, which the Attorney

General shall expend and distribute in her sole discretion and in amounts she deems appropriate, to provide restitution or other relief to individuals who were Massachusetts Purchasers.

7. No later than March 15, 2028, Defendants shall make payment by electronic fund transfer to the Office of the Attorney General in the amount of \$1,500,000, to be allocated as follows: (a) \$500,000 which the Attorney General shall expend and distribute in her sole discretion and in amounts she deems appropriate, to provide restitution or other relief to individuals who were Massachusetts Purchasers, (b) \$800,000 for civil penalties, and (c) \$200,000 for the costs of the Commonwealth's Investigation.

8. The Attorney General shall direct to the Local Consumer Aid Fund, established pursuant to G.L. c. 12, § 11G, any unexpended residue of the total amount paid under paragraphs 5, 6, and 7(a) above.

9. Defendants shall make all payments set forth in this Consent Judgment to one or more accounts identified by the Office of the Attorney General.

10. The Office of the Attorney General is authorized to retain a qualified, independent, professional third-party administrator ("Settlement Administrator") to administer and process payments to Massachusetts Purchasers resulting from this Consent Judgment. Defendants shall provide reasonable cooperation with the Office of the Attorney General and the Settlement Administrator, if any, to efficiently and effectively complete the restitution. Upon the request of the Office of the Attorney General or Settlement Administrator, Defendants shall provide information, including the last known address and amounts paid for each Plan, relating to any Massachusetts Purchaser, to the extent Defendants possess such information.

11. Nothing in this Consent Judgment shall require the Commonwealth, the Office of the Attorney General or any individual to pay any amount to Defendants.

12. If any payment required pursuant to this Consent Judgment is late or not made, Defendants shall pay interest on any overdue amount for the period of such nonpayment and at the rate of twelve percent (12%) per annum, compounded daily, and shall pay all expenses, including reasonable attorneys' fees, associated with collection by the Commonwealth of the unpaid amounts.

IV. SCOPE OF RESOLUTION

13. Following full payment of the Total Judgment Amount, this Consent Judgment shall release and resolve Defendants' liability for any and all claims which were or could have been brought under G.L. c. 93A § 4, G.L. c. 175 § 162P, 211 CMR 40.01(2)(a), 40.01(2)(c), 40.04(1), 40.13(3)–(6), and 211 CMR 146.01–13 resulting from the conduct alleged in the Complaint and/or the letters from the Office of the Attorney General to Adroit dated July 15, 2024 and March 5, 2025.

14. Nothing in this Consent Judgment shall be deemed (a) a waiver of any other actual or potential claims the Commonwealth may have against Defendants; (b) to excuse non-compliance by Defendants or any of the persons or entities otherwise bound by this Consent Judgment with any law or regulation; (c) to resolve any claims by any party other than the Commonwealth; (d) to resolve any actual or potential claims by the Commonwealth against any other entity or person; or (e) to limit the ability of the Commonwealth to enforce the obligations that Defendants have under this Consent Judgment.

V. MISCELLANEOUS

15. This Consent Judgment shall be enforceable by the Commonwealth.

16. Any violation of this Final Judgment by Consent shall be punishable by civil or criminal contempt proceedings, or as otherwise provided by law.

17. Defendants consent to venue in this Court and to this Court's continuing subject matter and personal jurisdiction for the purposes of entry, enforcement, and modification of this Consent Judgment or granting such further relief as the Court deems just and proper.

18. Any failure by any party to this Consent Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment.

19. Defendants shall not allow its officers, directors, agents, servants, attorneys-in-fact, employees, successors, assigns, or contractors to violate this Consent Judgment. In any action to enforce this Consent Judgment, Defendants shall not raise as a defense the failure by any of its managers, directors, officers, supervisors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Judgment.

20. This Consent Judgment shall be construed in accordance with the laws of the Commonwealth.

21. Defendants shall comply with all reasonable inquiries and requests from the Office of the Attorney General regarding the implementation of the terms contained within this Consent Judgment.

22. In accordance with the attached Consent, Defendants have waived all rights of appeal. Defendants have also waived the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure with respect to the entry of this Consent Judgment.

23. This Consent Judgment represents the entire agreement between the Commonwealth and Defendants concerning the matters addressed herein. It supersedes any prior agreement, understandings or stipulations between the parties regarding the subject matter hereof

and may not be modified except by further order of the Court obtained after reasonable notice to all parties has been provided.

24. Neither this Consent Judgment, nor any part thereof, including, without limitation, any statements or notices required by this Consent Judgment, shall be treated or construed as an admission of liability or wrongdoing, admitted into evidence against Defendants or used for any other purpose in any proceeding, except in a proceeding to enforce the terms of this Consent Judgment. Defendants do not admit or deny any actual or potential fault, wrongdoing, liability or violation of law in connection with any facts or claims that have been or could have been alleged against it.

25. Defendants understand and agree that pursuant to 11 U.S.C. § 523(a)(7), the civil penalty and any other costs or sums that Defendants may be required to pay under this Consent Judgment are not subject to discharge in any bankruptcy.

26. Any notices or communications required to be transmitted between Defendants and the Commonwealth pursuant to this Consent Judgment may be sent by e-mail to the addresses provided below, unless otherwise agreed in writing:

| To the Commonwealth of Massachusetts | To Defendants |
|--|--|
| Ethan Marks, Esq. Assistant Attorney General Health Care Division Office of the Attorney General One Ashburton Place Boston, MA 02108 Ethan.W.Marks@mass.gov | JEFFREY D. JETER General Counsel & Chief Compliance Officer Adroit Health Group LLC 700 Central Expressway S., Ste. 360 Allen, TX 75013 With a Copy To: Stephen E. Frank Quinn Emanuel Urquhart & Sullivan, LLP 111 Huntington Ave, Suite 520 Boston, MA 02199 stephenfrank@quinnemanuel.com |

27. This Judgment, which constitutes a continuing obligation, is binding upon the Defendants and any of Defendants' respective successors, assigns, or other entities or persons otherwise bound by law.

28. The Superior Court shall retain jurisdiction of this case.

VI. FINAL JUDGMENT

29. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment of the Court.

SO ORDERED, this 29th day of April, 2026.



Justice of the Superior Court

CONSENT OF ADROIT HEALTH GROUP LLC,
THE ADROIT GROUP, LLC, AND A1 HEALTH GROUP, LLC

Adroit Health Group LLC, The Adroit Group, LLC, and A1 Health Group, LLC (“Defendants”), through their officer signing below, admit to the continuing personal jurisdiction of the Superior Court over Defendants and the subject matter of this action, consent to venue in Suffolk County, and consent to the entry of the Final Judgment by Consent (the “Consent Judgment”) regarding the claims between the Commonwealth and Defendants without trial or adjudication of any issue of fact or law. In so consenting, the officer of Defendants signing below certifies that he/she has personally read and understands the Consent Judgment and represents that he/she is authorized to enter into this settlement on behalf of Defendants. The attorney for Defendants signing below approves this Consent Judgment as to form on behalf of Defendants.

Defendants waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure with respect to the claims between the Commonwealth and Defendants. The officer signing below on behalf of Defendants understands that any violation of this Consent Judgment may result in civil or criminal contempt proceedings, penalties pursuant to M.G.L. c. 93A, and any additional penalties and sanctions as are provided by law.

Neither this consent nor any part thereof shall be treated or construed as an admission of liability or wrongdoing, or admitted into evidence or used for any other purpose except in a proceeding to enforce the terms of this Consent Judgment.

Assented to, waiving all rights of appeal:

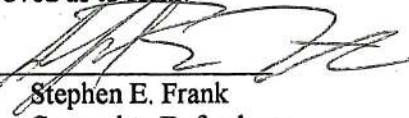
By:


Adroit Health Group LLC, The Adroit Group, LLC, and A1 Health Group, LLC
Jeffrey D. Jeter, General Counsel

Dated: April 28, 2026

Approved as to form:

By:


Stephen E. Frank
Counsel to Defendants

Dated: April 29, 2026