



**U.S. Department of Justice**

**Criminal Division**

August 14, 2025

James D. Gatta  
Kirk Ogrosky  
Ian Q. Rogers  
Goodwin Procter LLP  
1900 N Street, NW  
Washington, DC 20036

Re: Troy Health, Inc.

Dear Mr. Gatta:

1. The United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Western District of North Carolina (together, the "Offices") and Troy Health, Inc. d/b/a Troy Medicare (the "Company"), a corporation organized under the laws of North Carolina, pursuant to the authority granted by its Board of Directors, enter into this Non-Prosecution Agreement ("Agreement"). On the understandings specified below, the Offices will not criminally prosecute the Company for any crimes relating to any of the conduct described in the Statement of Facts attached hereto as Attachment A. To the extent there is conduct disclosed by the Company that is not set forth in the attached Statement of Facts, such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement.
2. The Offices enter into this Non-Prosecution Agreement based on the individual facts and circumstances presented by this case and the Company, including:
  - (a) the nature and seriousness of the offense conduct, as described in the Statement of Facts attached hereto as Attachment A, including the Company's participation in a scheme to fraudulently enroll Medicare Part C beneficiaries without their knowledge or consent, including through automated processes, and the Company's theft and wrongful use of beneficiaries' personal health information;
  - (b) the Company did not receive voluntary self-disclosure credit pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy ("CEP"), or pursuant to the United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines"), § 8C2.5(g)(1), because it did not disclose to the Criminal Division the conduct described in the Statement of Facts;
  - (c) the Company received credit for its cooperation with the Offices' investigation pursuant to U.S.S.G. § 8C2.5(g)(2) because it cooperated with their investigation

and demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received credit pursuant to the CEP for its cooperation and remediation by, among other things: (i) self-reporting to the United States Centers for Medicare & Medicaid Services (“CMS”) the conduct that forms, at least in part, the basis for this Agreement before the conduct had come to the attention of the Offices; (ii) providing timely updates on information obtained through its internal investigation related to the conduct described in the Statement of Facts; (iii) providing the Offices with consent to obtain email and telephone records from the Company’s service providers; (iv) making factual presentations to the Offices; (v) promptly collecting, analyzing, and organizing voluminous information, including complex beneficiary information and information regarding the Company’s proprietary artificial intelligence platform, Troy.ai; (vi) providing the Offices with recorded phone calls relevant to the investigation; (vii) meeting the Offices’ requests promptly; and (viii) voluntarily making employees available for interviews; however, the Company’s cooperation was not as effective as it otherwise could have been, especially during the early stages of the Offices’ investigation where the Company failed to adequately preserve and produce certain documents and evidence;

- (d) the Company provided to the Offices all relevant, non-privileged facts known to it, including information about the individuals involved in the conduct described in the Statement of Facts and conduct disclosed to the Offices prior to the Agreement;
- (e) the Company also received credit pursuant to the CEP because it engaged in extensive and timely remedial measures, including: (i) taking employment actions, including replacing the Company’s Chief Executive Officer, censuring the Company’s Chief Pharmacy Officer, prohibiting certain sales personnel from enrolling new members by phone, and hiring a new director to oversee the Company’s sales personnel; (ii) promptly suspending all functions within Troy.ai related to member referrals or recruitment; (iii) enhancing the Company’s compliance program and protocols regarding member enrollment, including by prohibiting the use of pharmacy customer lists to identify prospective new members, requiring the Company’s sales personnel to record telephone calls with current and prospective members, and implementing protocols regarding the tracking of membership enrollment applications; (iv) implementing a new verification process for all member enrollments, including a process for monitoring and auditing disenrollments from the Company’s health care plans; and (v) providing enhanced compliance trainings to Company employees. Therefore, the Offices determined that a reduction of 20 percent off the bottom of the applicable Sentencing Guidelines fine range was appropriate pursuant to the CEP based on the Company’s cooperation and remediation;
- (f) the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement;

- (g) the Company has no prior criminal history or history of regulatory actions against it;
  - (h) the Company has agreed to continue to cooperate with the Offices in any ongoing investigation as described in Paragraph 6;
  - (i) based on the Company's remediation and the state of its compliance program, and the Company's agreement to report to the Offices as set forth in Attachment D to this Agreement, the Offices determined that an independent compliance monitor is unnecessary; and
  - (j) the Company met its burden of establishing an inability to pay the total criminal penalty including forfeiture sought by the Offices, despite agreeing that the proposed amount was otherwise appropriate based on the law and the facts. The Offices, with the assistance of a forensic accounting expert, conducted an independent ability to pay analysis, considering a range of factors outlined in the Justice Department's Inability to Pay Guidance (*see* October 8, 2019 Memorandum from Assistant Attorney General Brian Benczkowski to All Criminal Division Personnel re: Evaluating a Business Organization's Inability to Pay a Criminal Fine or Criminal Monetary Penalty), including but not limited to: (i) the factors outlined in 18 U.S.C. § 3572 and U.S.S.G. § 8C3.3(b); (ii) the Company's current financial condition; (iii) the State of North Carolina's requirement that the Company maintain sufficient capital in reserve to pay any unpaid insurance claims and expenses on behalf of participants in the Company's health care plans; and (iv) the Company's alternative sources of capital. Based on that independent analysis, the Offices determined that paying a criminal penalty greater than \$1,430,008 within 90 days of the beginning of the Term would substantially threaten the continued viability of the Company and could impair the Company's ability to pay any unpaid insurance claims and expenses.
3. Accordingly, after considering (a) through (j) in paragraph 2 above, the Offices have determined that the appropriate resolution of this case is a non-prosecution agreement with the Company with an 18-month term, and payment by the Company in the amount of a \$1,430,008 criminal monetary penalty.
4. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as set forth in the attached Statement of Facts attached hereto as Attachment A and incorporated by reference into this Agreement, and that the facts described in the Statement of Facts are true and accurate. The Company also admits, accepts, and acknowledges that the facts described in the Statement of Facts constitute violations of the law, specifically: (1) conspiracy to commit health care fraud, in violation of Title 18, United States Code, Section 1349, that is, a scheme and artifice to defraud a health care benefit program, that is, the Medicare Advantage program, and to obtain by means of materially false and fraudulent pretenses, representations and promises, money and property owned by, and under the custody and

control of, the Medicare Advantage program, in connection with the delivery of and payment for health care benefits, items and services, in violation of Title 18, United States Code, Section 1347; and (2) conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to commit identity theft in violation of Title 18, United States Code, Section 1028(a)(7). The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the Statement of Facts. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts, provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. The Company agrees that if it, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult the Offices to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Company; and (b) whether the Offices have any objection to the release.

5. The Company's obligations under this Agreement shall have a term of 18 months from the date on which the Agreement is executed (the "Term"). The Company agrees, however, that, in the event the Offices determine, in their sole discretion, that the Company has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Offices, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Offices' right to proceed as provided in the breach provisions of this Agreement below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Offices find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.
6. The Company shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Offices at any time during the Term of this Agreement, subject to applicable law and regulations, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the Term. At the request of the Offices, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies in any investigation of the Company, its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by the Offices or any other component of the Department of Justice at any time during the Term. The Company agrees that its cooperation shall include, but not be limited to, the following:

- (a) The Company represents that it has timely and truthfully disclosed all factual information with respect to its activities, those of its affiliates, and those of its present and former directors, officers, employees, agents, and consultants relating to the conduct described in this Agreement and Attachment A and other conduct under investigation by the Offices at any time about which the Company has any knowledge and that it shall promptly and truthfully disclose all factual information with respect to its activities, those of its affiliates, and those of its present and former directors, officers, employees, agents, and consultants, about which the Company shall gain any knowledge or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company including evidence that is responsive to any requests made prior to the execution of this Agreement.
  - (b) Upon request of the Offices, the Company shall designate knowledgeable employees, agents, or attorneys to provide to the Offices the information and materials described above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.
  - (c) The Company shall use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents, and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.
  - (d) With respect to any information, testimony, documents, records or other tangible evidence provided to the Offices pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government of such materials as the Offices, in their sole discretion, shall deem appropriate.
7. In addition, during the Term of the Agreement, should the Company learn of evidence or allegation of conduct that may constitute a violation of 18 U.S.C. § 1347, 18 U.S.C. § 1028(a)(7), or other applicable health care fraud or identity theft laws, the Company shall promptly report such evidence or allegation to the Offices. No later than thirty (30) calendar days after the Term expires, the Company, by the Board Chair of the Company and the Chief Financial Officer of the Company, will certify to the Offices, in the form of executing the document attached as Attachment E to this Agreement, that the Company has met its disclosure obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519.

8. The Company represents that it has implemented and will continue to implement a compliance and ethics program that meets, at a minimum, the elements set forth in Attachment C, which is incorporated by reference into this Agreement. Such program must be designed to prevent and detect violations of U.S. health care fraud and identity theft laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include enrollment of Medicare beneficiaries or other activities carrying a high risk of health care fraud or identity theft. No later than thirty (30) calendar days after the Term expires, the Company, by its Board Chair and Chief Compliance Officer, will certify to the Offices, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519.
9. In order to address any deficiencies in its internal controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal controls, policies, and procedures regarding compliance with 18 U.S.C. § 1347 and 18 U.S.C. § 1028(a)(7), and other applicable health care fraud laws. Where necessary and appropriate, the Company agrees to modify its existing compliance program to ensure that it maintains a rigorous compliance program that incorporates relevant internal controls, as well as policies and procedures, designed to effectively detect and deter violations of 18 U.S.C. § 1347, 18 U.S.C. § 1028(a)(7), and other applicable health care fraud laws. In addition, the Company agrees that it will report to the Offices during the Term of the Agreement regarding remediation and implementation of the compliance measures described in Attachment C. This report will be prepared in accordance with Attachment D.
10. The Company agrees to pay a monetary penalty in the amount of \$1,430,008 to the United States Treasury no later than ten (10) business days after the Agreement is fully executed. The Company further agrees that, as a result of the Company's conduct, including the conduct set forth in the Statement of Facts, the Offices could institute a civil and/or criminal forfeiture action against certain funds held by the Company and that such funds would be forfeitable to the United States pursuant to Title 18, United States Code, Section 982(a)(7) and 982(a)(2). The Company hereby admits that the facts set forth in the Statement of Facts establish that at least \$1,887,193.90, representing the proceeds traceable to the commission of the offense, is forfeitable to the United States (the "Forfeiture Amount"). The Company releases any and all claims it may have to the Forfeiture Amount, agrees that the forfeiture of such funds may be accomplished either administratively or judicially at the Offices' election, and waives the requirements of any applicable laws, rules or regulations governing the forfeiture of assets, including notice of the forfeiture. If the Offices seek to forfeit the Forfeiture Amount judicially or administratively, the Company consents to entry of an order of forfeiture or declaration of forfeiture directed to such funds and waives any defense it may have under Title 18, United States Code, Sections 981-984, including but not limited to notice, statute of limitations, and venue. The Company agrees

to sign any additional documents necessary to complete forfeiture of the Forfeiture Amount. The Company also agrees that it shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Forfeiture Amount, or any other action or motion seeking to collaterally attach the seizure, restraint, forfeiture, or conveyance of the Forfeiture Amount, nor shall it assist any others in filing any such claims, petitions, actions, or motions.

11. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of this criminal monetary penalty or Forfeiture Amount. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the penalty or Forfeiture Amounts that the Company pays pursuant to this Agreement concerning the facts set forth in Attachment A.
12. Any portion of the Forfeiture Amount that is paid is final and shall not be refunded should the Offices later determine that the Company has breached this Agreement and commence a prosecution against the Company. In the event of a breach of this Agreement and subsequent prosecution, the Offices are not limited to the Forfeiture Amount. The Offices agree that in the event of a subsequent breach and prosecution, they will recommend to the Court that the amounts paid pursuant to this Agreement be offset against whatever forfeiture the Court shall impose as part of its judgment. The Company understands that such a recommendation will not be binding on the Court.
13. The Offices agree, except as provided herein, that they will not bring any criminal or civil case against the Company or any of its present or former subsidiaries relating to any of the conduct described in the Statement of Facts, attached hereto as Attachment A. The Offices, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. This Agreement does not provide any protection against prosecution for any future conduct by the Company. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company or any of its present or former parents or subsidiaries.
14. If, during the Term of this Agreement, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in this Agreement; (d) fails to implement a compliance program as set forth in this Agreement and Attachment C; (e) commits any acts that would be a violation of 18 U.S.C. § 1347 or 18 U.S.C. § 1028(a)(7), or any other applicable health care fraud or identity theft laws; or (f) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, regardless of whether the Offices become aware of such a breach after the Term of the Agreement is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not

limited to, the conduct described in the attached Statement of Facts, which may be pursued by the Offices in the United States District Court for the Western District of North Carolina or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Offices' sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Offices are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

15. In the event the Offices determine that the Company has breached this Agreement, the Offices agree to provide the Company with written notice prior to instituting any prosecution resulting from such breach. Within thirty (30) calendar days of receipt of such notice, the Company shall have the opportunity to respond to the Offices in writing to explain the nature and circumstances of the breach, as well as the actions the Company has taken to address and remediate the situation, which the Offices shall consider in determining whether to pursue prosecution of the Company.
16. In the event that the Offices determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Offices or to the Court, including the attached Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Offices against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Offices.
17. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term of the Agreement,



it undertakes any change in corporate form, including if it sells, merges, or transfers business operations, that is material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates of the Company involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.


18. Any purchaser or successor in interest must also agree in writing that the Offices' ability to determine a breach under this Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Offices at least thirty (30) calendar days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Offices shall notify the Company prior to such transaction (or series of transactions) if they determine that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term of the Agreement the Company engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Offices may deem it a breach of this Agreement pursuant to the breach provisions of this Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Offices.
19. This Agreement is binding on the Company and the Offices but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local, or foreign law enforcement or regulatory agencies, or any other authorities, although the Offices will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company.
20. It is further understood that the Company and the Offices may disclose this Agreement to the public.
21. This Agreement sets forth all the terms of the agreement between the Company and the Offices. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Offices, the attorneys for the Company, and a duly authorized representative of the Company.

Sincerely,

Lorinda Laryea  
Acting Chief, Fraud Section  
Criminal Division  
United States Department of Justice

August 14, 2025  
Date: \_\_\_\_\_

BY: \_\_\_\_\_


  
Clayton Solomon

Trial Attorney

Russ Ferguson  
United States Attorney  
Western District of North Carolina

08/14/2025  
Date: \_\_\_\_\_

BY: \_\_\_\_\_

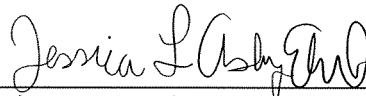
  
Katherine Armstrong  
Assistant United States Attorney

AGREED AND CONSENTED TO:

Troy Health, Inc.

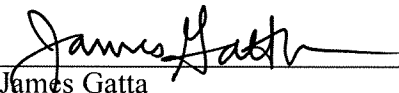
08/13/25  
Date: \_\_\_\_\_

BY: \_\_\_\_\_

  
Jessica Astrup Ehret  
Board Chair  
Troy Health, Inc.

8/13/25  
Date: \_\_\_\_\_

BY: \_\_\_\_\_

  
James Gatta  
Kirk Ogrosky  
Ian Rogers  
Goodwin Procter LLP

## ATTACHMENT A

### STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the non-prosecution agreement (the “Agreement”) between the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney’s Office for the Western District of North Carolina (the “Offices”) and TROY HEALTH, INC. d/b/a/ TROY MEDICARE (“TROY”). Certain of the facts herein are based on information obtained from third parties by the United States through its investigation and described to TROY. TROY hereby agrees and stipulates that the following information is true and accurate. TROY admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below:

#### Relevant Entities and Individuals

1. At all times relevant to the conduct described in this Statement of Facts, TROY was a health insurance company based in Charlotte, North Carolina. TROY was owned by Troy Holdings, Inc. (“THI”), a holding company registered in Delaware. TROY offered Medicare Part C, Medicare Part D, and Dual Eligible Special Needs Plans in various counties in North Carolina through a Medicare Advantage Contract (the “TROY MA Contract”) with the Centers for Medicare and Medicaid Services (“CMS”), a unit of the United States Department of Health and Human Services. In addition, TROY managed an artificial intelligence-based health care management platform known as “Troy.ai,” which could be accessed by TROY’s participating pharmacies.

2. “TROY Executive 1,” an individual whose identity is known to the Offices and TROY, was a founder and senior executive at TROY during the relevant period. TROY Executive

1 was responsible for, among other things, overseeing TROY's team of "Territory Managers." TROY Executive 1 held an ownership interest in Troy, through THI.

3. TROY Executive 2, an individual whose identity is known to the Offices and TROY, was a founder and senior executive at TROY during the relevant period. In addition to serving as a senior executive at TROY, TROY Executive 2 co-founded a software company, Company 1, which was utilized by TROY and TROY's contracting pharmacies to manage patients' medications and health insurance options. TROY Executive 2 held an ownership interest in Troy, through THI.

4. Individual 1, an individual whose identity is known to the Offices and TROY, was a Territory Manager at TROY during the relevant period.

5. Individual 2, an individual whose identity is known to the Offices and TROY, was a Territory Manager at TROY during the relevant period.

### **Medicare Advantage**

6. Medicare Part C, known as "Medicare Advantage," provided Medicare beneficiaries with the option to receive their health benefits through private managed health care plans known as "Medicare Advantage Organizations." CMS paid Medicare Advantage Organizations on a per beneficiary basis through fixed, monthly payments referred to as "capitated" or "capitation" payments.

7. To participate in Medicare Advantage, Medicare Advantage Organizations were required to enter into a written agreement with CMS for each Medicare Advantage plan they operated.

8. As a condition of receiving capitation payments from CMS, CMS required that participating Medicare Advantage Organizations submit certifications attesting, among other things, that each enrollee for whom the organization was requesting payment was validly enrolled.

9. CMS also required that Medicare Advantage Organizations comply with all applicable federal health care laws and regulations, including regulations regarding marketing of Medicare Advantage plans and the solicitation of Medicare beneficiaries.

10. For example, under CMS's rules, Medicare Advantage Organizations were prohibited from making unsolicited calls to potential enrollees, unless the beneficiaries had given express permission to be called. They were also prohibited from making calls to potential enrollees based on referrals, and from allowing contracted providers, such as pharmacies, to accept Medicare enrollment applications or to encourage their patients to enroll in a specific plan based on financial or any other interests of the provider.

11. Medicare beneficiaries could generally join, drop, or switch Medicare Advantage plans two times per year. During the Annual Enrollment Period, which ran from October 15 through December 7, Medicare beneficiaries could switch from original Medicare (Medicare Parts A and B) to Medicare Advantage, or vice versa, and could switch between Medicare Advantage plans. During the Open Enrollment Period between January 1 and March 31, Medicare beneficiaries could switch their Medicare Advantage plans or leave Medicare Advantage and return to original Medicare.

### **Troy's Medicare Advantage Business**

12. TROY was a Medicare Advantage Organization founded by TROY Executive 1, TROY Executive 2, and others in or about September 2018.

13. TROY also marketed itself as a “healthcare technology company.” For example, TROY developed and maintained an artificial intelligence (“AI”)-based healthcare management platform, Troy.ai, which purported to “leverage data and machine learning” to lower the cost of care and improve patient health outcomes.

14. In addition, TROY used an automated process to enroll its members in Medicare and encouraged pharmacies to license a program developed by Company 1 to schedule patient assessments and refills, create customer reports, and manage pharmacy data, among other tasks.

15. In or about August 2019, TROY entered into a Medicare Advantage contract (the “TROY-MA Contract”) with CMS. The TROY-MA Contract was renewed annually thereafter.

16. The TROY-MA Contract provided that, to receive payment from CMS, TROY was required to submit monthly enrollment attestations to CMS. In the attestations, TROY attested, among other things, that TROY had “reported to CMS for the month of [month and year] all new enrollments, disenrollments, and appropriate changes in enrollees’ status with respect to [TROY’s Medicare Advantage] plans . . . .”

17. TROY’s business model primarily involved recruiting low-income Medicare beneficiaries from small community pharmacies into TROY’s Medicare Advantage plans. TROY advertised Medicare Advantage plans with “\$0” premiums, “0” deductibles, and “0” copays for primary care physician and specialist visits. TROY also offered up to \$2,200 in annual food and utility benefits for beneficiaries who were eligible for both Medicare and Medicaid (known as “dual eligible” beneficiaries).

18. TROY's enrollment strategy was led by TROY Executive 1, a licensed pharmacist and pharmacy owner. TROY Executive 1 supervised a team of Territory Managers who were responsible for sales in specific regions in North Carolina, and various hourly sales personnel who worked on-site at TROY's contracting pharmacies. TROY Executive 1 sometimes referred to TROY's on-site sales staff as "Trojan Horses."

### **The Scheme to Defraud and Commit Identity Theft**

19. From approximately October 2020 through approximately December 2022, TROY, through certain of its employees, knowingly and willfully conspired to defraud CMS by unlawfully enrolling beneficiaries in TROY's Medicare Advantage plans without their knowledge or consent and, in some instances, through automated processes.

20. TROY facilitated the scheme, in part, by unlawfully accessing beneficiaries' personal identifying and health information from pharmacy systems without beneficiaries' permission, and by offering kickbacks to pharmacies for enrollment referrals submitted through Troy.ai.

### ***Misleading Sales Calls***

21. Beginning in at least 2021, under TROY Executive 1's direction, TROY solicited new Medicare enrollees by having its Territory Managers "cold call" existing Medicare beneficiaries from pharmacy customer or "lead" lists. The customer lists, which TROY obtained without beneficiaries' knowledge, consent, or authorization, contained sensitive personal identifying information, such as beneficiary names, addresses, dates of birth, Medicare ID numbers, and insurance information, among other information.

22. TROY obtained pharmacy customer lists in two ways. First, TROY obtained customer lists directly from pharmacies. To encourage pharmacies to create and share their

customers' information, TROY offered financial incentives to pharmacies that authorized TROY to send "affiliation letters" to their customers. TROY also offered financial incentives for pharmacies to take various "actions" in Troy.ai. For example, TROY offered per-member payments for "leads" that pharmacies submitted to TROY through Troy.ai. TROY also paid pharmacies to perform "win back" calls to customers who left TROY to other insurance providers, and to schedule health assessments.

23. The second way that TROY obtained the customer lists was by accessing pharmacy data through Company 1's software. TROY employees used the software to access pharmacies' customer records and to create customer lists, which they then shared with TROY's Territory Managers and saved on TROY's network drive.

24. TROY employees, including TROY Executive 1, Individual 1, and others, used the pharmacies' customer lists to identify potential enrollees. On sales calls with the potential enrollees, and in violation of CMS rules, TROY employees provided false or misleading information about TROY's plans. For example, TROY employees falsely told potential enrollees that TROY's Medicare Advantage plan was an "add on" program being offered by their pharmacy that would not require them to change their insurance provider.

25. In addition, TROY employees used a call script prepared by Individual 1 wherein TROY employees were advised to tell beneficiaries that they were calling on behalf of the beneficiaries' pharmacies, rather than on behalf of TROY. The sales script did not mention TROY by name and did not tell potential enrollees that if they enrolled with TROY, they would need to leave their existing healthcare plan.



26. TROY employees sometimes called potential enrollees from their personal phones, or from pharmacy phones, to avoid making sales calls on recorded phone lines. TROY employees sometimes falsely memorialized these calls as “face to face” meetings, rather than telephone calls.

### ***Fraudulent Enrollments***

27. Between October 2020 and December 2021, TROY’s Medicare Advantage enrollment grew from approximately 260 members to over 1,040 members.

28. In a December 9, 2021, meeting of TROY’s Board of Directors, TROY Executive 2 announced an “aggressive but achievable” goal of tripling the company’s enrollment to over 3,000 members during the 2022 Medicare Advantage open enrollment period between January 2022 and March 2022. TROY also discussed plans to expand into additional states outside of North Carolina.

29. To meet this goal, TROY employees used information contained in the customer lists to enroll Medicare beneficiaries in TROY’s Medicare Advantage plans without their consent. In some instances, TROY employees manually entered the fraudulent enrollments through CMS’s website—a process that ordinarily would take approximately 20 to 25 minutes per beneficiary. They did so without confirming the beneficiaries’ desire to enroll with TROY or to change their carrier.

30. TROY employees also used data obtained from the company’s proprietary data management software to auto-enroll hundreds of fraudulent enrollments at a time. For example, on or about March 2, 2022, TROY enrolled over 300 Medicare beneficiaries in a single day, with the enrollments occurring approximately one minute apart. Many of these enrollments contained missing or incorrect beneficiary information, such as incorrect addresses corresponding with empty lots or corn fields.

31. Altogether, TROY added over 1,000 members through similar “batch” enrollments during the 2022 open enrollment period.

32. In the three-month period between January 2022 and March 2022, TROY added over 2,700 new Medicare Advantage members—more than double its growth in all of 2021. Of these new enrollments, over 1,500 contained indicia of fraud or other improper enrollment practices.

33. Between January 2022 and March 2022, CMS made approximately \$1.8 million in capitation payments to TROY for beneficiaries who were auto-enrolled in Troy’s Medicare Advantage plan.

34. Over this same timeframe, CMS identified a spike in TROY’s Medicare Advantage enrollments and began to receive a high volume of complaints from beneficiaries who reported that they and/or their family members had been enrolled in TROY without their knowledge or consent. Several of these beneficiaries also reported interruptions to their care and increased out-of-network costs.

35. In response to the enrollment spike and the complaints, in or about May 2022, CMS instructed TROY to call all newly-enrolled members to determine if they intended to enroll with TROY. CMS provided TROY with a script to use in the verification calls

36. Despite CMS’s instruction, certain TROY employees did not follow the script and, instead, used the calls just to welcome the new members to TROY and asked if they had any questions.

37. On or about May 19, 2022, Individual 1 sent a text message to Individual 2 regarding the verification calls. In the message, Individual 1 wrote, “They’re all going to say they were enrolled without knowing because they were lol.”

38. The following month, on or about June 16, 2022, Individual 1 sent another text message to Individual 2, stating, “So basically every single enrollment we’ve done has been illegal.” Individual 2 responded, “YEP! We initiated.”

39. In late 2022, TROY’s Board of Directors voted to remove TROY Executive 1 and TROY Executive 2 from their official responsibilities.

ATTACHMENT B  
**CERTIFICATE OF BOARD APPROVAL**

WHEREAS, Troy Health, Inc. (the “Company”) has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney’s Office for the Western District of North Carolina (collectively, the “Offices”) regarding issues arising in relation to a scheme to defraud the United States Centers for Medicare & Medicaid Services (“CMS”) by unlawfully enrolling beneficiaries in the Company’s Medicare Advantage plans without their knowledge or consent and the theft and wrongful use of beneficiaries’ personal health information; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Offices; and

WHEREAS, the Company’s Board Chair, Jessica Astrup Ehret, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines provisions, and the consequences of entering into such agreement with the Offices;

Therefore, the Board of Directors has APPROVED that:

1. The Company (a) enters into this non-prosecution agreement (“Agreement”) with the Offices; and (b) agrees to accept a total criminal monetary penalty against the Company of \$1,430,008, which will be paid to the United States Treasury, and to pay such penalty in accordance with terms set forth in the Agreement and with respect to the conduct described in the Statement of Facts in Attachment A in the manner described in the Agreement;
2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver for purposes of this Agreement and any charges by the United

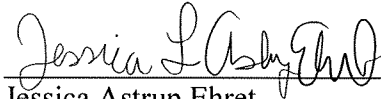
States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue in the United States District Court for the Western District of North Carolina; and (b) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The Chief Compliance Officer of the Company, Sally Scott, is authorized, empowered, and directed, on behalf of the Company to execute the Agreement substantially in such form as reviewed by the Board of Directors at a meeting held on August 12, 2025, with such changes as the Chief Compliance Officer of the Company, Sally Scott, may approve;

4. The Chief Compliance Officer of the Company, Sally Scott, is authorized, empowered, and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms, or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing approval; and

5. All of the actions of the Chief Compliance Officer of the Company, Sally Scott, which actions were authorized by the approval, are severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 08/13/25

By:   
\_\_\_\_\_  
Jessica Astrup Ehret  
Board Chair  
Troy Health, Inc.

## ATTACHMENT C

### **CORPORATE COMPLIANCE PROGRAM**

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with 18 U.S.C. § 1347, 18 U.S.C. § 1028(a)(7), and other applicable health care fraud and identity theft laws, Troy Health, Inc. (the “Company”) agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-fraud compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of 18 U.S.C. § 1347, 18 U.S.C. § 1028(a)(7) and other applicable health care fraud and identity theft laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company’s existing internal controls, compliance code, policies, and procedures:

#### *Commitment to Compliance*

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to compliance with its corporate policy against violations of the anti-fraud laws, its compliance policies, and its Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Company will ensure that mid-level management throughout its organization reinforce leadership's commitment to compliance policies and principles and encourage employees to abide by them. The Company will create and foster a culture of ethics and compliance with the law in their day-to-day operations at all levels of the Company.

*Periodic Risk Assessment and Review*

3. The Company will implement a risk management process to identify, analyze, and address the individual circumstances of the Company, in particular the health care fraud and identity theft risks facing the Company.

4. On the basis of its periodic risk assessment, the Company shall take appropriate steps to design, implement, or modify each element of its compliance program to reduce the risk of violations of health care fraud and identity theft laws, its compliance policies, and its Code of Conduct.

*Policies and Procedures*

5. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of 18 U.S.C. § 1347, 18 U.S.C. § 1028(a)(7), and other applicable health care fraud and identity theft laws (the "health care fraud and identity theft laws"), which shall be memorialized in a written compliance policy or policies.

6. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the health care fraud and identity theft laws and the Company's compliance policies and Code of Conduct, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the health care fraud and identity theft laws by personnel at all levels of the Company. These policies and procedures shall apply to all directors, officers, and

employees and, where necessary and appropriate, outside parties acting on behalf of the Company, including all agents and business partners. The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the Company.

7. The Company will ensure that it has a system of internal controls, reasonably designed to ensure the completeness and accuracy of records pertaining to the enrollment of Medicare beneficiaries and the handling of Medicare beneficiaries' personal identifying information.

8. The Company shall review its health care fraud compliance policies and procedures as necessary to address changing and emerging risks and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

#### *Independent, Autonomous, and Empowered Oversight*

9. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's health care fraud compliance policies and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Company's Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources, authority, and support from senior leadership to maintain such autonomy.

#### *Training and Guidance*

10. The Company will implement mechanisms designed to ensure that its Code of Conduct and health care fraud compliance policies and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business



partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a fraud risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) metrics for measuring knowledge retention and effectiveness of the training. The Company will conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

11. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's health care fraud compliance policies and procedures, including when they need advice on an urgent basis.

*Confidential Reporting Structure and Investigation of Misconduct*

12. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the Company's Code of Conduct or health care fraud compliance policies and procedures and protection of directors, officers, employees, and, where appropriate, agents and business partners who make such reports. To ensure effectiveness, the Company commits to following applicable anti-retaliation and whistleblower protection laws, and to appropriately training employees on such laws.

13. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of

violations of the health care fraud and identity theft laws or the Company's health care fraud compliance policies and procedures.

#### *Compensation Structures and Consequence Management*

14. The Company will implement clear mechanisms to incentivize behavior amongst all directors, officers, employees, and, where necessary and appropriate, parties acting on behalf of the Company, in compliance with its corporate policy against violations of the health care fraud and identity theft laws, its compliance policies, and its Code of Conduct. These incentives shall include, but shall not be limited to, the implementation of criteria related to compliance in the Company's compensation and bonus system.

15. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the health care fraud and identity theft laws and the Company's Code of Conduct and healthcare fraud compliance policies and procedures by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, Code of Conduct, and compliance policies and procedures and making modifications necessary to ensure the overall health care fraud compliance program is effective.

#### *Third-Party Management*

16. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

- a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;
- b. informing agents and business partners of the Company's commitment to abiding by health care fraud and identity theft laws, and of the Company's Code of Conduct and health care fraud compliance policies and procedures; and
- c. seeking a reciprocal commitment from agents and business partners.

17. The Company will engage in ongoing monitoring and risk management of third-party relationships through updated due diligence, training, audits, and/or annual compliance certifications by the third party.

18. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the U.S. health care fraud and identity theft laws, which may, depending upon the circumstances, include: (a) representations and undertakings relating to compliance with the U.S. health care fraud and identity theft laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of U.S. health care fraud and identity theft laws, the Company's Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

#### *Mergers and Acquisitions*

19. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate health care fraud due diligence by legal, accounting, and compliance personnel.

20. The Company will ensure that the Company's Code of Conduct and compliance policies and procedures regarding the health care fraud and identity theft laws apply as quickly as practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 10 above on the health care fraud and identity theft laws and the Company's compliance policies and procedures regarding health care fraud laws;

b. where warranted, conduct a health care fraud-specific audit of all newly acquired or merged businesses as quickly as practicable;

c. where warranted, establish a plan to integrate the acquired businesses or entities into the Company's enterprise resource planning systems as quickly as practicable.

#### *Monitoring and Testing*

21. The Company will conduct periodic reviews and testing of all elements of its compliance program to evaluate and improve their effectiveness in preventing and detecting violations of health care fraud and identity theft laws and the Company's Code of Conduct and health care fraud compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

22. The Company will ensure that compliance and control personnel have sufficient direct or indirect access to relevant sources of data to allow for timely and effective monitoring and/or testing of transactions.

#### *Analysis and Remediation of Misconduct*

23. The Company will conduct a root cause analysis of misconduct, including prior misconduct, to identify any systemic issues and/or any control failures. The Company will timely and appropriately remediate the root causes of misconduct. The Company will ensure that root

causes, including systemic issues and controls failures, and relevant remediation are shared with management as appropriate.

## ATTACHMENT D

### COMPLIANCE REPORTING REQUIREMENTS

Troy Health, Inc. (the “Company”) agrees that it will report to the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney’s Office for the Western District of North Carolina (the “Offices”) periodically. During the Term, the Company shall review, test, and update its compliance program and internal controls, policies, and procedures described in Attachment C. The Company shall be required to: (i) prepare and submit a workplan for its review, testing, and updating of its compliance program, as described in Attachment C; (ii) conduct a review and submit a report; and (iii) prepare a plan for ongoing improvement, testing, and review of the compliance program to ensure the sustainability of the program, as described below.

In conducting the review, the Company shall undertake the following activities, among others: (a) inspection of relevant documents, including the Company’s current policies, procedures, and training materials concerning compliance with 18 U.S.C. § 1347, 18 U.S.C. § 1028(a)(7), and other applicable health care fraud and identity theft laws; (b) inspection and testing of the Company’s systems procedures, and internal controls, including record-keeping and internal audit procedures at sample sites; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and comprehensive testing of the Company’s compliance program.

#### *Written Work Plan, Review, and Report*

a. Within forty-five (45) calendar days of the date this Agreement is executed, the Company shall, after consultation with the Offices, prepare and submit a written work plan to

address the Company's review. The Offices shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

b. The written work plan shall identify with reasonable specificity the activities the Company plans to undertake to review and test each element of its compliance program, as described in Attachment C.

c. Any disputes between the Company and the Offices with respect to any written work plan shall be decided by the Offices in their sole discretion.

d. No later than one year from the date this Agreement is executed, the Company shall submit to the Offices a written report setting forth: (1) a complete description of its remediation efforts to date; (2) a complete description of the testing conducted to evaluate the effectiveness of the compliance program and the results of that testing; and (3) its proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of 18 U.S.C. § 1347, 18 U.S.C. § 1028(a)(7), and other applicable health care fraud and identity theft laws. The report shall be transmitted to:

Deputy Chief –HCF Unit  
Deputy Chief – CECF Unit  
Criminal Division, Fraud Section  
U.S. Department of Justice  
1400 New York Avenue, NW  
Bond Building, Eleventh Floor  
Washington, DC 20005

Deputy Chief, White Collar Unit  
Criminal Division  
United States Attorney's Office  
Western District of North Carolina  
227 West Trade Street, Suite 1650  
Charlotte, NC 28202

The Company may extend the time period for issuance of the report with prior written approval of the Offices.

#### *Sustainability Plan*

e. The Company shall, after consultation with the Offices, submit a plan for ongoing improvement, testing, and review of the compliance program to ensure the sustainability of the compliance program. This sustainability plan shall be submitted within ninety (90) calendar days of the submission of the written report.

#### *Confidentiality of Submissions*

f. Submissions by the Company, including the work plan, report, and sustainability plan, will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation or impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the submissions and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent the Offices determine in their sole discretion that disclosure would be in furtherance of the Offices' discharge of their duties and responsibilities or is otherwise required by law.



ATTACHMENT E

**CERTIFICATION**

To: United States Department of Justice  
Criminal Division, Fraud Section  
Attention: Chief of the Fraud Section

United States Attorney's Office  
Western District of North Carolina  
Attention: United States Attorney

Re: Non-Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 7 of the non-prosecution agreement (“the Agreement”) entered into on August 14, 2025, by and between the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney’s Office for the Western District of North Carolina (collectively, the “Offices”) and Troy Health, Inc. (the “Company”), that undersigned are aware of the Company’s disclosure obligations under Paragraph 7 of the Agreement, and that the Company has disclosed to the Offices any and all evidence or allegations of conduct required pursuant to Paragraph 7 of the Agreement, which includes evidence or allegations of conduct that may constitute a violation of 18 U.S.C. § 1347, 18 U.S.C. § 1028(a)(7), or other applicable health care fraud or identity theft laws, by the Company’s employees or agents (“Disclosable Information”). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company’s compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph 7 and the representations contained in this certification constitute a significant and important component of the Agreement and of the Offices’ determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Board Chair and the Chief Financial Officer of the Company, respectively, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Western District of North Carolina. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Western District of North Carolina.

Date: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Name (Signed): \_\_\_\_\_  
Board Chair  
Troy Health, Inc.

Date: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Name (Signed): \_\_\_\_\_  
Chief Financial Officer  
Troy Health, Inc.

ATTACHMENT F

**COMPLIANCE CERTIFICATION**

To: United States Department of Justice  
Criminal Division, Fraud Section  
Attention: Chief of the Fraud Section

United States Attorney's Office  
Western District of North Carolina  
Attention: United States Attorney

Re: Non-Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 8 of the Non-Prosecution Agreement entered into on August 14, 2025 by and between the Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Western District of North Carolina (the "Offices") and Troy Health, Inc. (the "Company") (the "Agreement"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 8 and 9 of the Agreement, and that, based on a review of the Company's report submitted to the Offices pursuant to Paragraph 9 of the Agreement, the report is true, accurate, and complete.

In addition, the undersigned certify that, based on the undersigned's review and understanding of the Company's health care fraud compliance program, the Company has implemented a health care fraud compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance program is reasonably designed to detect and prevent violations of the health care fraud and identity theft laws throughout the Company's operations.

The undersigned hereby certify that they are respectively the Board Chair of the Company and the Chief Compliance Officer of the Company and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the Western District of North Carolina. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the Western District of North Carolina.

Date: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Name (Signed): \_\_\_\_\_  
Board Chair  
Troy Health, Inc.

Date: \_\_\_\_\_ Name (Printed): \_\_\_\_\_

Name (Signed): \_\_\_\_\_  
Chief Compliance Officer  
Troy Health, Inc.