

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

UNITED STATES OF AMERICA *ex rel.*)
ANDREW SHEA,)

Plaintiffs,)

v.)

No. 21-cv-11777-DJC

eHEALTH, INC., eHEALTH INSURANCE)
SERVICES, INC., CVS HEALTH)
CORPORATION, AETNA LIFE INSURANCE)
COMPANY, AETNA, INC., HUMANA INC.,)
ELEVANCE HEALTH, INC., GOHEALTH,)
INC., and SELECTQUOTE, INC.,)

Defendants.)

**ANSWER OF DEFENDANT HUMANA INC. TO UNITED STATES OF AMERICA’S
COMPLAINT IN PARTIAL INTERVENTION**

Pursuant to Rules 7, 8, and 12 of the Federal Rules of Civil Procedure, Defendant Humana Inc. (“Humana”), by and through undersigned counsel, hereby answers the Complaint in Partial Intervention (the “Complaint”) (ECF No. 41) filed by the United States of America (the “Government”) on May 1, 2025 as follows. Except as otherwise stated herein, Humana denies each and every allegation in the Complaint, including, without limitation, any allegations

contained in the Complaint's preamble, headings, subheadings, or footnotes, and all the allegations in the numbered Paragraphs of the Complaint. To the extent the Government has included headings or impertinent material, no response is necessary. To the extent any headings or inappropriate material are deemed to require a response, Humana denies them. Pursuant to Rule 8(b) of the Federal Rules of Civil Procedure, averments in the Complaint to which no responsive pleading is required shall be deemed as denied. Humana expressly reserves the right to seek to amend and/or supplement this Answer as may be necessary.

PRELIMINARY STATEMENT

The Government's Preliminary Statement is impertinent, unnecessary, and does not require a response. To the extent a response is required, Humana denies all statements in the Government's Preliminary Statement as they pertain to Humana. Humana further denies all statements in the Government's Preliminary Statement as they pertain to other Defendants based on lack of sufficient information and belief.

I. JURISDICTION AND VENUE

1. The allegations of Paragraph 1 assert conclusions of law that require no response. To the extent those allegations require a response, Humana admits that this Court has subject matter jurisdiction over this action. Except as so stated, Humana denies the allegations in Paragraph 1.

2. The allegations of Paragraph 2 assert conclusions of law that require no response. To the extent those allegations require a response, Humana admits that this Court has personal jurisdiction over Humana. Except as so stated, Humana denies the allegations in Paragraph 2 based on lack of sufficient information and belief.

3. The allegations of Paragraph 3 assert conclusions of law that require no response. To the extent those allegations require a response, Humana admits that venue is proper in this jurisdiction. Except as so stated, Humana denies the allegations in Paragraph 3 based on lack of sufficient information and belief.

II. PARTIES

A. Plaintiff and Relator

4. Humana admits that the Plaintiff is the United States of America. Humana admits that through the Department of Health and Human Services ("HHS"), more specifically through the Centers for Medicare and Medicaid Services ("CMS"), which is a component agency within

HHS, the Government administers the Health Insurance Program for the Aged and Disabled established by Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395, *et seq.* (“Medicare”).

5. Humana admits that in November 2021, Relator filed an action in this Court alleging violations of the FCA on behalf of himself and the United States pursuant to the qui tam provision of the FCA, 31 U.S.C. § 3730(b)(1). Except as so stated, Humana denies the allegations in Paragraph 5 based on lack of sufficient information and belief.

B. Defendants

6. Humana denies the allegations in Paragraph 6 based on lack of sufficient information and belief.

7. Humana denies the allegations in Paragraph 7 based on lack of sufficient information and belief.

8. Humana denies the allegations in Paragraph 8 based on lack of sufficient information and belief.

9. Humana denies the allegations in Paragraph 9 based on lack of sufficient information and belief.

10. Humana admits that it is a Delaware corporation headquartered in Louisville, Kentucky. Humana admits that it markets and operates health insurance plans, including within the Medicare Advantage Program. Humana further admits that some, but not all, of its affiliates or subsidiaries sell health insurance plans, including within the Medicare Advantage Program. Except as so stated, Humana denies the allegations in Paragraph 10.

11. Humana denies the allegations in Paragraph 11 based on lack of sufficient information and belief.

12. Humana denies the allegations in Paragraph 12 based on lack of sufficient information and belief.

13. Humana denies the allegations in Paragraph 13 based on lack of sufficient information and belief.

14. Humana denies the allegations in Paragraph 14 based on lack of sufficient information and belief.

III. LEGAL FRAMEWORK AND INDUSTRY BACKGROUND

A. The False Claim Act

15. To the extent that the allegations of Paragraph 15 contain argument and/or assert conclusions of law, no response is required. To the extent the allegations require a response, Humana admits that the FCA was originally enacted in 1863 to address fraud on the Government during the Civil War. Humana denies that the FCA “broadly” creates liability for “all” types of fraud “without qualification.” Except as so stated, Humana denies the allegations in Paragraph 15.

16. To the extent that the allegations of Paragraph 16 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations of Paragraph 16 quote a portion of the statute, 31 U.S.C. § 3729. Except as so stated, Humana denies the allegations in Paragraph 16.

17. To the extent that the allegations of Paragraph 17 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations of Paragraph 17 quote a portion of the statute, 31 U.S.C. § 3729. Except as so stated, Humana denies the allegations in Paragraph 17.

18. To the extent that the allegations of Paragraph 18 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations of Paragraph 18 quote a portion of the statute, 31 U.S.C. § 3729. Except as so stated, Humana denies the allegations in Paragraph 18.

19. To the extent that the allegations of Paragraph 19 contain argument and/or assert

conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations of Paragraph 19 quote a portion of the statute, 31 U.S.C. § 3729. Except as so stated, Humana denies the allegations in Paragraph 19.

20. To the extent that the allegations of Paragraph 20 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations of Paragraph 20 portray the minimum per-claim penalty amounts stated in 89 Fed. Reg. 9764 (Feb. 12, 2024). Humana denies any assertion that the FCA requires “mandatory” penalties in a vacuum, as any penalties must be assessed against the Eighth Amendment’s Excessive Fines Clause. Except as so stated, Humana denies the allegations in Paragraph 20.

B. The Anti-Kickback Statute

21. To the extent that the allegations of Paragraph 21 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the federal Anti-Kickback Statute (“AKS”), 42 U.S.C. § 1320a-7b(b), was enacted in 1972 following congressional concern regarding fraud and abuse in the Medicare and Medicaid programs. Except as so stated, Humana denies the allegations in Paragraph 21.

22. To the extent that the allegations of Paragraph 22 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that Congress amended the AKS in 1977, 1987, and 2010. Except as so stated, Humana denies the allegations in Paragraph 22.

23. To the extent that the allegations of Paragraph 23 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that Section (b) of the AKS bars the solicitation, receipt, offer, payment of “illegal remunerations” only if the other elements of the AKS are met.

24. To the extent that the allegations of Paragraph 24 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that Section (b)(1) of the AKS bars the solicitation or receipt of “illegal remunerations” only if the other elements of the AKS are met.

25. To the extent that the allegations of Paragraph 25 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that Section (b)(2) of the AKS bars the offer or payment of “illegal remunerations” only if the other elements of the AKS are met.

26. To the extent that the allegations of Paragraph 26 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana denies the allegations in Paragraph 26.

27. To the extent that the allegations of Paragraph 27 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 27 quote portions of 42 U.S.C. § 1320a-7b(f). Except as so stated, Humana denies the allegations in Paragraph 27.

28. To the extent that the allegations of Paragraph 28 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 28 quote portions of 42 U.S.C. § 1320a-7b(h).

29. To the extent that the allegations of Paragraph 29 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana denies the allegations in Paragraph 29 to the extent they purport to characterize, summarize, or state legal conclusions regarding the AKS or applicable case law, including *Guilfoile v. Shields*, 913 F.3d 178 (1st Cir. 2019). Except as so stated, Humana denies the

allegations of Paragraph 29.

30. To the extent that the allegations of Paragraph 30 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 30 quote portions of 42 U.S.C. § 1320a-7b(g). Except as so stated, Humana denies the allegations in Paragraph 30.

31. To the extent that the allegations of Paragraph 31 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana denies the allegations in Paragraph 31 to the extent they purport to characterize, summarize, or state legal conclusions regarding the AKS or applicable case law, including *Guilfoile v. Shields*, 913 F.3d 178 (1st Cir. 2019). Except as so stated, Humana denies the allegations of Paragraph 31.

32. To the extent that the allegations of Paragraph 32 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana denies the allegations in Paragraph 32 to the extent they purport to characterize, summarize, or state legal conclusions regarding the AKS or applicable case law, including *United States v. Regeneron Pharms., Inc.*, 128 F.4th 324 (1st Cir. 2025) and *Universal Health Servs., Inc. v. United States*, 579 U.S. 176 (2016). Except as so stated, Humana denies the allegations of Paragraph 32.

33. To the extent that the allegations of Paragraph 33 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the Government brings claims under the AKS and pursues FCA liability based on AKS violations. Except as so stated, Humana denies the allegations in Paragraph 33.

C. Medicare

34. To the extent that the allegations of Paragraph 34 contain argument and/or assert

conclusions of law, no response is required. To the extent those allegations require a response, Humana admits the allegations in Paragraph 34.

35. To the extent that the allegations of Paragraph 35 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits the allegations in Paragraph 35.

36. To the extent that the allegations of Paragraph 36 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the Government's allegations involve Medicare Part C, which is an alternative to traditional Medicare and also known as the Medicare Advantage program. Except as so stated, Humana denies the allegations in Paragraph 36.

1. Overview of Medicare Advantage

37. To the extent that the allegations of Paragraph 37 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that under the Medicare Advantage program, Medicare beneficiaries can elect to opt out of traditional Medicare and instead receive their Medicare benefits through privately run insurance plans approved by Medicare. Humana admits that an individual is eligible to elect a Medicare Advantage plan if she is entitled to Medicare benefits under Part A and enrolled in Part B of traditional Medicare, among other requirements. Except as so stated, Humana denies the allegations in Paragraph 37.

38. Humana denies the allegations in Paragraph 38 based on lack of sufficient information and belief.

39. To the extent that the allegations of Paragraph 39 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that MAO "means a public or private entity organized and licensed by a State as

a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements” pursuant to 42 C.F.R. § 422.2. Humana further admits that “[i]n order to qualify as an MA[O], enroll beneficiaries in any MA plans it offers, and be paid on behalf of Medicare beneficiaries enrolled in those plans, an MA[O] must enter into a contract with CMS” pursuant to 42 C.F.R. § 422.503(a). Except as so stated, Humana denies the allegations in Paragraph 39.

40. Humana admits that at various points in time, it operated and marketed health plans, including Medicare Advantage plans. Except as so stated, Humana denies the allegations in Paragraph 40 related to Humana. Except as so stated, Humana denies the allegations in Paragraph 40 based on lack of sufficient information and belief.

41. Humana admits that under Medicare Advantage, when a health care provider furnishes medical services to a beneficiary, the provider submits information from the patient encounter to the MAO that operates the beneficiary’s Medicare Advantage plan. Humana admits that the provider then receives payment from the MAO, instead of directly from CMS. Except as so stated, Humana denies the allegations in Paragraph 41.

42. Humana admits that CMS makes payments to MAOs in a capitated amount, per beneficiary per month enrolled in each Medicare Advantage plan. Except as so stated, Humana denies the allegations in Paragraph 42.

43. To the extent that the allegations of Paragraph 43 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana denies the allegations in Paragraph 43.

44. To the extent that the allegations of Paragraph 44 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response,

Humana admits that CMS uses a risk adjustment payment system to determine the total capitated payments based on the expected health risk of each beneficiary. Humana denies that these payments “ensure” that MAOs are paid more for sicker beneficiaries compared to healthier beneficiaries, given the various flaws in CMS’s payment methodology and risk adjustment system. Except as so stated, Humana denies the allegations in Paragraph 44.

45. To the extent that the allegations of Paragraph 45 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits the allegations in Paragraph 45.

46. To the extent that the allegations of Paragraph 46 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the Medical Loss Ratio for Medicare Advantage plans is reported at the contract level and is expressed as a percentage, generally representing the percentage of revenue used for patient care, rather than for such other items as administrative expenses or profit. Except as so stated, Humana denies the allegations in Paragraph 46.

47. To the extent that the allegations of Paragraph 47 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that MAOs must report certain information related to Medical Loss Ratios to CMS. Humana further admits that MAOs are subject to remittance requirements and other penalties pursuant to 42 U.S.C. § 1395w-27(e)(4). Except as so stated, Humana denies the allegations in Paragraph 47.

48. To the extent that the allegations of Paragraph 48 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that a Medicare Advantage plan’s provider network, drug coverage, other benefits,

and premiums may, but does not necessarily, change from year to year. Except as so stated, Humana denies the allegations in Paragraph 48.

49. To the extent that the allegations of Paragraph 49 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that Medicare beneficiaries may disenroll from a Medicare Advantage plan during either the Annual Enrollment Period or during an Open Enrollment Period between January 1 and March 31. Except as so stated, Humana denies the allegations in Paragraph 49.

50. To the extent that the allegations of Paragraph 50 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 50 paraphrase portions of 42 C.F.R § 422.125 and that the provisions of 42 C.F.R § 422.125 speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 50.

51. To the extent that the allegations of Paragraph 51 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that complaints submitted to CMS could affect a plan's "Star Rating" depending on the facts and circumstances of those complaints. Humana admits that a plan's Star Rating can affect payment from CMS. Except as so stated, Humana denies the allegations in Paragraph 51.

2. Broker Operations Within Medicare Advantage

52. The allegations of Paragraph 52 include speculation as to why beneficiaries may seek to enroll in plans through brokers for which no response is required. Humana admits that beneficiaries may use a broker to enroll in a health plan. Humana denies that beneficiaries necessarily use the brokers for help in understanding their health plan options, as beneficiaries may have many reasons for choosing to enroll in a plan with a broker, including ease or convenience. Except as so stated, Humana denies the allegations in Paragraph 52.

53. Humana admits that it works with brokers that it employs to sell Humana health plans. Humana further admits that it works with third-party marketing organizations to market and sell Humana health plans. Except as so stated, Humana denies the allegations in Paragraph 53 based on lack of sufficient information and belief.

54. Humana admits that the Defendant Brokers created and published marketing materials. Except as so stated, Humana denies the allegations in Paragraph 54 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 54 based on lack of sufficient information and belief.

55. Humana admits that the Defendant Brokers purchased advertisements that were both specific to certain MAOs as well as advertisements that marketed the Medicare Advantage program generally without referencing a specific plan. Except as so stated, Humana denies the allegations in Paragraph 55 based on lack of sufficient information and belief.

56. Humana denies the allegations in Paragraph 56 based on lack of sufficient information and belief.

57. Humana denies the allegations in Paragraph 57 based on lack of sufficient information and belief.

58. Humana denies the allegations in Paragraph 58 based on lack of sufficient information and belief.

59. Humana denies the allegations in Paragraph 59 based on lack of sufficient information and belief.

60. Humana denies the allegations in Paragraph 60 based on lack of sufficient information and belief.

61. Humana denies the allegations in Paragraph 61 based on lack of sufficient

information and belief.

62. Humana denies the allegations in Paragraph 62 based on lack of sufficient information and belief.

63. Humana denies the allegations in Paragraph 63 based on lack of sufficient information and belief.

64. Humana denies the allegations in Paragraph 64 based on lack of sufficient information and belief.

65. Humana denies the allegations in Paragraph 65 based on lack of sufficient information and belief.

66. Humana denies the allegations in Paragraph 66 based on lack of sufficient information and belief.

67. To the extent that the allegations of Paragraph 67 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 67 quote portions of 73 Fed Reg. 28556, 28583 (May 16, 2008). Except as so stated, Humana denies the allegations in Paragraph 67.

68. Humana denies the allegations in Paragraph 68 based on lack of sufficient information and belief.

69. Humana denies the allegations in Paragraph 69 based on lack of sufficient information and belief.

70. Humana denies the allegations in Paragraph 70 based on lack of sufficient information and belief.

71. Humana denies the allegations in Paragraph 71 based on lack of sufficient information and belief.

72. Humana denies the allegations in Paragraph 72 based on lack of sufficient information and belief.

73. Humana denies the allegations in Paragraph 73 based on lack of sufficient information and belief.

74. Humana denies the allegations in Paragraph 74 based on lack of sufficient information and belief as they pertain to other Defendants.

3. Statutes and Regulations Related to Broker Compensation and Payments to Brokers

75. To the extent that the allegations of Paragraph 75 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 75 quote portions of 42 C.F.R. § 422.2274(c).

76. To the extent that the allegations of Paragraph 76 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that MAOs are permitted to provide compensation to insurance brokers for their services. Humana further admits that the allegations in Paragraph 76 quote portions of 42 U.S.C. § 1395w-21(j)(2)(D). Except as so stated, Humana denies the allegations in Paragraph 76.

77. To the extent that the allegations of Paragraph 77 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that CMS promulgated regulations that impose a cap on the amount an MAO can pay to a broker as compensation for enrollment of a beneficiary in one of its Medicare Advantage plans. Humana further admits that the allegations in Paragraph 77 quote portions of 42 C.F.R. § 422.2274(a) (2021). Humana further admits that the CY 2021 cap for compensation paid to an independent agent or broker for an initial year enrollment was \$539 (national), \$607 (Connecticut, Pennsylvania, District of Columbia), \$672 (California, New Jersey), and \$370 (Puerto Rico, U.S.

Virgin Islands). Except as so stated, Humana denies the allegations in Paragraph 77.

78. To the extent that the allegations of Paragraph 78 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that 42 C.F.R. § 422.2274(d)(3) states, in part, that “[f]or each enrollment in a renewal year for contract years through contract year 2024, MA plans may pay compensation at a rate of up to 50 percent of F[air] M[arket] V[alue].” Except as so stated, Humana denies the allegations in Paragraph 78.

79. To the extent that the allegations of Paragraph 79 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that MAOs can pay brokers for administrative services, including marketing payments based on enrollments. Except as so stated, Humana denies the allegations in Paragraph 79.

80. To the extent that the allegations of Paragraph 80 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 80 quote portions of 42 C.F.R. § 422.2274(b)(1)(iv)(B) (2020). Except as so stated, Humana denies the allegations in Paragraph 80.

81. To the extent that the allegations of Paragraph 81 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 81 quote portions of 42 C.F.R. § 422.2274(e) (2021). Except as so stated, Humana denies the allegations in Paragraph 81.

82. To the extent that the allegations of Paragraph 82 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response,

Humana admits that the standard set forth in the 2021 amendments to 42 C.F.R. § 422.2274(e) was “intended to ensure that plans do not use these administrative payments as a means to circumvent the limits on compensation to agents and brokers.” 86 Fed. Reg. 5864, 5994 (Jan. 19, 2021). Humana further admits that the allegations in Paragraph 82 otherwise quote portions of 86 Fed. Reg. 5864, 5994 (Jan. 19, 2021), with emphasis. Except as so stated, Humana denies the allegations in Paragraph 82.

83. To the extent that the allegations of Paragraph 83 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 83 quote portions of 73 Fed. Reg. 54226, 54239 (Sept. 18, 2008) and 73 Fed. Reg. 67406, 67410 (Nov. 14, 2008) 42 C.F.R. § 422.2274(a) (2021). Except as so stated, Humana denies the allegations in Paragraph 83.

4. Statutes and Regulations Related to Discrimination Against Disabled Beneficiaries

84. To the extent that the allegations of Paragraph 84 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that MAOs generally cannot turn away eligible individuals and must accept those who meet the basic Medicare eligibility requirements and live within a plan’s geographic service area. Humana admits that the allegations in Paragraph 84 quote portions of 42 C.F.R. § 422.2 and 42 U.S.C. § 1395w-21(g)(1). Except as so stated, Humana denies the allegations in Paragraph 84.

85. To the extent that the allegations of Paragraph 85 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that it must comply with 42 U.S.C. § 18116 (“Section 1557”) and that the allegations in Paragraph 85 quote portions of 42 U.S.C. § 18116, 45 C.F.R. § 92.207, and 29 U.S.C. § 794. Except as so stated, Humana denies the allegations in Paragraph 85.

86. To the extent that the allegations of Paragraph 86 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits 45 C.F.R. § 92.4 presently defines disability as: “With respect to an individual, a physical or mental impairment that substantially limits one or more major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment, as defined and construed in the Rehabilitation Act, which incorporates the definition of disability in the ADA.” Humana admits 42 U.S.C. § 416(i)(1) presently defines disability as: “(A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness.” Except as so stated, Humana denies the allegations in Paragraph 86.

87. To the extent that the allegations of Paragraph 87 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that 20 C.F.R. Pt. 404, Subpt. P., App. 1 sets forth the criteria for evaluating conditions that may qualify as a disability, including leukemia, cerebral palsy, Down syndrome, congenital disorders, muscular dystrophy, spinal cord injuries resulting in paralysis, cystic fibrosis, and Huntington’s disease. Except as so stated, Humana denies the allegations in Paragraph 87.

88. To the extent that the allegations of Paragraph 88 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 88 paraphrase portions of 42 U.S.C. § 1395c and 42 U.S.C. § 423(c)(2). Except as so stated, Humana denies the allegations in Paragraph 88.

89. To the extent that the allegations of Paragraph 89 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response,

Humana admits that the allegations in Paragraph 89 quote portions of 42 U.S.C. § 1395w-22(b)(1). Except as so stated, Humana denies the allegations in Paragraph 89.

90. To the extent that the allegations of Paragraph 90 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 90 quote portions of 42 C.F.R. § 422.110(a)(7). Except as so stated, Humana denies the allegations in Paragraph 90.

91. To the extent that the allegations of Paragraph 91 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana admits that the allegations in Paragraph 91 quote portions of 45 C.F.R. §§ 92.207(a), (b)(1)-(2). Except as so stated, Humana denies the allegations in Paragraph 91.

5. Contractual and Claim Requirements for MAOs

92. To the extent that the allegations of Paragraph 92 contain argument and/or assert conclusions of law, no response is required. To the extent that those allegations require a response, Humana admits that Humana affiliates executed agreements or renewals of existing agreements with CMS annually for the Medicare Advantage plans operated by Humana between 2016 and 2021. Except as so stated, Humana denies the allegations in Paragraph 92 based on lack of sufficient information and belief.

93. To the extent that the allegations of Paragraph 93 contain argument and/or assert conclusions of law, no response is required. To the extent that those allegations require a response, Humana admits 42 C.F.R. § 422.504 presently states: “The contract between the MA organization and CMS must contain the following provisions.” Except as so stated, Humana denies the allegations in Paragraph 93.

94. To the extent that the allegations of Paragraph 94 contain argument and/or assert conclusions of law, no response is required. To the extent that those allegations require a response,

Humana admits 42 C.F.R. § 422.504(h) presently states: “The MA organization agrees to comply with federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq) and the anti-kickback statute.” Humana admits 42 C.F.R. § 422.504(a)(2) presently states: “That it will comply with the prohibition in § 422.110 on discrimination in beneficiary enrollment.” Except as so stated, Humana denies the allegations in Paragraph 94.

95. To the extent that the allegations of Paragraph 95 contain argument and/or assert conclusions of law, no response is required. To the extent that those allegations require a response, Humana admits that the allegations in Paragraph 95 quote portions of 42 C.F.R. § 422.504(l). Except as so stated, Humana denies the allegations in Paragraph 95.

96. To the extent that the allegations of Paragraph 96 contain argument and/or assert conclusions of law, no response is required. To the extent that those allegations require a response, Humana admits that the allegations in Paragraph 96 quote portions of 42 C.F.R. § 422.504(l). Except as so stated, Humana denies the allegations in Paragraph 96.

97. To the extent that the allegations of Paragraph 97 contain argument and/or assert conclusions of law, no response is required. To the extent that those allegations require a response, Humana denies the allegations in Paragraph 97.

IV. KICKBACKS AND DISCRIMINATION BY THE DEFENDANT INSURERS AND DEFENDANT BROKERS

98. Humana denies the allegations in Paragraph 98 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 98 based on lack of sufficient information and belief.

99. Humana denies the allegations in Paragraph 99 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 99 based on lack of sufficient information and belief.

100. Humana denies the allegations in Paragraph 100 as they pertain to Humana.

Humana denies the remaining allegations in Paragraph 100 based on lack of sufficient information and belief.

101. Humana denies the allegations in Paragraph 101 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 101 based on lack of sufficient information and belief.

102. Humana denies the allegations in Paragraph 102 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 102 based on lack of sufficient information and belief.

A. Humana

1. Humana Paid Kickbacks to the Defendant Brokers to Steer Medicare Beneficiaries to Humana Plans and Limit Enrollments in Competitors' Plans

103. Humana denies the allegations in Paragraph 103.

104. Humana admits that the second sentence of Paragraph 104 quotes language found in various addenda to Marketing Development Agreements (“MDAs”) between Humana and Defendant Brokers. Humana admits that the third sentence of Paragraph 104 quotes a portion of a July 2020 email from a Humana employee. The terms of those documents speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 104.

105. Humana admits that the allegations in Paragraph 105 quote a portion of Humana’s Sales and Marketing Codes of Ethics for Field/Telesales Agents. The terms of the document speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 105.

106. Humana admits that the second sentence of Paragraph 106 quotes portions of a December 2019 communication from a Humana employee. The terms of the communication speak for themselves, and Humana denies the Government’s mischaracterization of them.

Humana denies the Government's mischaracterization of Humana's intent in entering into agreements with Defendant Brokers. Except as so stated, Humana denies the allegations in Paragraph 106.

107. Humana denies the allegations in Paragraph 107.

108. Humana denies the allegations in Paragraph 108.

109. Humana admits that the second sentence of Paragraph 109 quotes a portion of a 2022 communication from a Humana employee. The terms of the communication speak for themselves, and Humana denies the Government's mischaracterization of them. Humana denies the Government's mischaracterization of Humana's intent in entering into financial arrangements with Defendant Brokers. Except as so stated, Humana denies the allegations in Paragraph 109.

110. Humana admits that the second sentence of Paragraph 110 quotes a portion of a 2018 communication from a Humana employee. The terms of the communication speak for themselves, and Humana denies the Government's mischaracterization of them. Humana denies the Government's mischaracterization of Humana's "strategy" and the intent behind its payments to Defendant brokers. Except as so stated, Humana denies the allegations in Paragraph 110.

111. Humana denies the allegations in Paragraph 111.

112. Humana denies the allegations in Paragraph 112.

113. Humana denies the allegations in Paragraph 113.

2. Humana's Kickbacks to GoHealth

114. Humana denies the allegations in Paragraph 114.

115. Humana denies the allegations in Paragraph 115.

116. Humana denies the allegations in Paragraph 116 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 116 based on lack of sufficient information and belief.

117. Humana denies the allegations in Paragraph 117.

118. Humana denies the allegations in Paragraph 118.

119. Humana admits that Michael Chinigo, a Humana National Sales Manager, exchanged correspondence with Clint Jones on January 12 and 13, 2016. Except as so stated, Humana denies the allegations in Paragraph 119 based upon lack of sufficient information and belief.

120. Humana admits that the allegations in Paragraph 120 quote portions of the January 12 and 13, 2016 correspondence between Michael Chinigo and Clint Jones. The terms of that communication speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 120.

121. Humana denies the allegations in Paragraph 121 based on lack of sufficient information and belief.

122. Humana admits that the allegations in Paragraph 122 quote portions of a January 12, 2016, communication from a GoHealth employee to a Humana employee. The terms of that communication speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 122 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 122 based on lack of sufficient information and belief.

123. Humana admits that the first clause of the first sentence of Paragraph 123 quotes a portion of correspondence sent by a Humana employee to a GoHealth employee on January 13, 2016. Humana admits that the second clause of the first sentence of Paragraph 123 quotes a portion of an internal communication amongst Humana employees on January 29, 2016. The terms of those communications speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 123.

124. Humana admits that the first two sentences of Paragraph 124 quote portions of correspondence exchanged between Humana employees in February 2016. Humana admits that the third sentence of Paragraph 124 quotes a portion of a March 2016 PowerPoint presentation created by GoHealth. The terms of those communications speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 124.

125. Humana admits that the first two sentences of Paragraph 125 quote portions of correspondence exchanged between Humana employees in February 2016. The terms of those communications speak for themselves, and Humana denies the Government's mischaracterization of Humana's payments to GoHealth. Except as so stated, Humana denies the allegations in Paragraph 125.

126. Humana admits that the first sentence of Paragraph 126 quotes a portion of a March 2016 internal Humana document. The terms of that correspondence speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 126.

127. Humana admits that Humana MarketPoint, Inc. entered into Amendment 20 to the MDA between Humana MarketPoint, Inc. and GoHealth effective March 15, 2016, and that the allegations in Paragraph 127 quote a portion of this amendment. The terms of that amendment speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 127.

128. Humana admits that the first clause of the first sentence of Paragraph 128 quotes a portion of Amendment 20 to the MDA between Humana MarketPoint, Inc. and GoHealth effective March 15, 2026. The terms of that amendment speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 128.

129. Humana denies the allegations in Paragraph 129 based on lack of sufficient information and belief.

130. Humana denies the allegations in Paragraph 130 based on lack of sufficient information and belief.

131. Humana admits that the first sentence of Paragraph 131 quotes a portion of a March 2016 PowerPoint presentation created by GoHealth. The terms of that presentation speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 131 based on lack of sufficient information and belief.

132. Humana admits that a Humana employee circulated a meeting invitation to other Humana employees on July 13, 2016, with the subject line “2017 AEP Marketing.” Humana admits that the second sentence of Paragraph 132 quotes a portion of an internal spreadsheet. The terms of that spreadsheet speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 132.

133. Humana admits that GoHealth issued an invoice to Humana for \$2,300,000 on September 12, 2016. Humana admits that the first sentence of Paragraph 133 quotes a portion of that invoice. The terms of that invoice speak for themselves. Humana further admits that Humana MarketPoint, Inc. entered into Amendment 21 to the MDA between Humana MarketPoint, Inc. and GoHealth effective October 1, 2016, and that the second sentence of Paragraph 133 quotes a portion of that amendment. The terms of that amendment speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 133.

134. Humana admits that the allegations in Paragraph 134 quote a portion of an August 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except

as so stated, Humana denies the allegations in Paragraph 134.

135. Humana denies the Government's mischaracterization of Humana's relationship with GoHealth in Paragraph 135. Humana admits that it conducted business negotiations with GoHealth and paid GoHealth at fair market value for marketing services in 2017. Except as so stated, Humana denies the allegations in Paragraph 135.

136. Humana denies the allegations in Paragraph 136.

137. Humana admits that the allegations in Paragraph 137 quote a portion of a March 2017 internal communication between Humana employees. The terms of that communication speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 137.

138. Humana admits that the allegations in Paragraph 138 quote portions of a March 2017 internal communication between Humana employees. The terms of that communication speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 138.

139. Humana denies the allegations in Paragraph 139 based on lack of sufficient information and belief.

140. Humana admits that in September 2017 Humana MarketPoint, Inc. entered into Amendment 33 to the MDA between Humana MarketPoint, Inc. and GoHealth effective October 1, 2017, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$4,000,000 to a 2017 AEP targeted marketing campaign to include "the production, distribution of direct response television advertisements and the purchase, generation and use of leads." The terms of that amendment speak for themselves. Humana admits that the second sentence of Paragraph 140 quotes a portion of an internal communication from a Humana employee. The terms of that communication speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 140.

141. Humana admits that it conducted business negotiations with GoHealth and paid GoHealth at fair market value for marketing services in 2018. Except as so stated, Humana denies the allegations in Paragraph 141 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 141 based on lack of sufficient information and belief.

142. Humana admits that the first sentence of Paragraph 142 quotes a portion of a November 2017 PowerPoint presentation prepared by GoHealth. Humana admits that the second sentence of Paragraph 142 quotes a November 2017 internal communication among Humana employees. The terms of those documents speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 142.

143. Humana admits that the allegations in Paragraph 143 contain an image from an internal Humana document. The terms of that document speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 143.

144. Humana admits that a Humana employee circulated a version of the document referenced in Paragraph 144 and a Word document to another Humana employee on April 18, 2016. Humana admits that the allegations in Paragraph 144 quote a portion of the accompanying Word document. The terms of those documents speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 144.

145. Humana admits that the allegations in Paragraph 145 quote a portion of an April 2018 communication from a Humana employee. The terms of that communication speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 145.

146. Humana admits that Humana MarketPoint, Inc. entered into Amendment 39 to the

MDA between Humana MarketPoint, Inc. and GoHealth effective July 1, 2018. The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 146.

147. Humana admits that the allegations in Paragraph 147 quote a July 2018 internal communication amongst Humana employees. The terms of that communication speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 147.

148. Humana admits that the second and third sentences of Paragraph 148 quote portions of internal communications amongst Humana employees and a corresponding email attachment from July 2018. The terms of those documents speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 148.

149. Humana denies the allegations in Paragraph 149 based on lack of sufficient information and belief.

150. Humana denies the allegations in Paragraph 150 based on lack of sufficient information and belief.

151. Humana denies the allegations in Paragraph 151.

152. Humana admits that the allegations in Paragraph 152 quote a portion of an August 2018 internal communication amongst Humana employees. The terms of that communication speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 152.

153. Humana admits that Humana MarketPoint, Inc. entered into Amendment 42 to the MDA between Humana MarketPoint, Inc. and GoHealth effective November 15, 2018, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$1,500,000 to a targeted marketing campaign between October 1, 2018 and December 7, 2018 to "include the production

and distribution of direct mail pieces of marketing literature, the production, distribution of direct response television advertisements and the purchase, generation and use of leads.” The terms of that amendment speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 153.

154. Humana admits that the first sentence of Paragraph 154 quotes a portion of a November 2018 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 154.

155. Humana admits that it conducted business negotiations with GoHealth and paid GoHealth at fair market value for marketing services in 2019. Except as so stated, Humana denies the allegations in Paragraph 155.

156. Humana admits that the second sentence of Paragraph 156 quotes a portion of a December 2018 internal Humana presentation. The terms of that presentation speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 156.

157. Humana admits that the allegations in Paragraph 157 reference and quote a February 2019 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 157.

158. Humana admits that its relationship with GoHealth continued throughout 2019. Except as so stated, Humana denies the allegations in Paragraph 158.

159. Humana denies the allegations in Paragraph 159.

160. Humana admits that the second and third sentences of Paragraph 160 quote portions of an October 2019 internal communication amongst Humana employees. The terms of that

communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 160.

161. Humana admits that the allegations in Paragraph 161 contain an image from a November 2019 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 161.

162. Humana admits that the second and third sentences of Paragraph 162 quote portions of a November 2019 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 162.

163. Humana admits that Humana MarketPoint, Inc. entered into Amendment 50 to the MDA between Humana MarketPoint, Inc. and GoHealth effective November 1, 2019, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$1,100,000 to a 2020 AEP targeted marketing campaign to "include the production, distribution of direct response advertisements, search engine optimization and the purchase, generation and use of leads." Humana admits that the second sentence of Paragraph 163 quotes a portion of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 163.

164. Humana admits that the first sentence of Paragraph 164 quotes a portion of a November 2019 communication from a GoHealth employee. Humana admits that the second sentence of Paragraph 164 quotes a portion of a January 2020 internal communication amongst Humana employees. The terms of those communications speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the

allegations in Paragraph 164.

165. Humana admits that the allegations in Paragraph 165 reference and quote a portion of a November 2019 communication between a Humana employee and a GoHealth employee. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 165.

166. Humana admits that the allegations in Paragraph 166 reference and quote a portion of November 2019 invoice submitted by GoHealth to Humana. The terms of that invoice speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 166.

167. Humana denies the Government's mischaracterization of Humana's relationship with GoHealth in 2020. Humana admits that it conducted business negotiations with GoHealth and paid GoHealth at fair market value for marketing services in 2020. Except as so stated, Humana denies the allegations in Paragraph 167.

168. Humana admits that the second sentence of Paragraph 168 quotes a portion of a February 2020 internal calendar invitation distributed amongst Humana employees. Humana admits that the third sentence of Paragraph 168 quotes part of the title of a presentation attached to this calendar invitation. The terms of those documents speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 168.

169. Humana admits that the allegations in Paragraph 169 quote a portion of a February 2020 presentation shared amongst Humana employees. The terms of that document speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 169.

170. Humana admits that the second sentence of Paragraph 170 quotes a portion of a February 2020 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 170.

171. Humana admits that the allegations in Paragraph 171 quote a portion of a March 2020 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 171.

172. Humana admits that the allegations in Paragraph 172 include an image from a June 2020 presentation prepared by GoHealth. The terms of that presentation speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 172.

173. Humana admits that the allegations in Paragraph 173 refer to content within a June 2020 presentation prepared by GoHealth. The terms of that presentation speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies allegations in Paragraph 173.

174. Humana denies the allegations in Paragraph 174 based on lack of information or belief.

175. Humana admits that Humana MarketPoint, Inc. entered into Amendment 57 to the MDA between Humana MarketPoint, Inc. and GoHealth effective June 1, 2020, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$40,000,000 to a "targeted marketing campaign to end no later than December 31, 2020" to "include various marketing methods such as direct mail, television/radio/newspaper advertising, internet marketing and leads as agreed to by the Parties in advance." Humana admits that the second sentence of Paragraph 175 quotes a

portion of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 175.

176. Humana admits that the allegations in Paragraph 176 quote portions of an August 2020 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 176 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 176 based on lack of sufficient information and belief.

177. Humana admits that the allegations in Paragraph 177 quote a portion of a November 2020 communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 177.

178. Humana admits that it conducted business negotiations with GoHealth and paid GoHealth at fair market value for marketing services in 2021. Except as so stated, Humana denies the allegations in Paragraph 178.

179. Humana admits that the allegations in Paragraph 179 quote a portion of a January 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 179.

180. Humana admits that "consumer complaints to CMS" are often also called "CTMs," which is "typically shorthand for CMS's 'Complaints Tracking Module' or 'Complaints to Medicare.'" Humana admits that the allegations in Paragraph 180 quote a portion of a March 2021

internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 180.

181. Humana denies the allegations in Paragraph 181.

182. Humana denies the allegations in Paragraph 182 based on lack of sufficient information and belief.

183. Humana admits that the allegations in Paragraph 183 quote a portion of a July 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 183.

184. Humana admits that Humana MarketPoint, Inc. entered into Amendment 62 to the MDA between Humana MarketPoint, Inc. and GoHealth effective July 1, 2021, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$1,800,000 to a "targeted marketing campaign between July 1, 2021 and September 30, 2021" to "include the creation of digital advertisements and utilization of search engine optimization." Humana admits that the third sentence of Paragraph 184 quotes a portion of this contract. The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies allegations in Paragraph 184.

185. Humana admits that the allegations in Paragraph 185 quote a portion of an August 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies allegations in Paragraph 185.

186. Humana admits that Humana MarketPoint, Inc. entered into Amendment 64 to the

MDA between Humana MarketPoint, Inc. and GoHealth effective September 1, 2021, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$17,300,000 to a “targeted marketing campaign between July 1, 2021 and December 31, 2021” for “television advertising, internet marketing, the purchase of leads and direct mail.” Humana admits that the allegations in Paragraph 186 quote a portion of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 186.

187. Humana denies the allegations in Paragraph 187.

188. Humana admits that the second sentence of Paragraph 188 quotes a September 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 188.

189. Humana admits that the allegations in Paragraph 189 include an image from an October 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 189.

190. Humana admits that the allegations in Paragraph 190 quote and refer to an October 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 190.

191. Humana admits that Humana MarketPoint, Inc. entered into Amendment 66 to the MDA between Humana MarketPoint, Inc. and GoHealth effective October 15, 2021, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$4,000,000 to a “targeted

marketing campaign between October 15, 2021 and December 31, 2021” to “include the purchase and use of leads.” The terms of that amendment speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 191.

192. Humana admits that a Humana employee communicated with a GoHealth employee on November 15, 2021. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 192.

193. Humana admits that the allegations in Paragraph 193 include an image from the November 15, 2021, communication between a Humana employee and a GoHealth employee. The terms of that communication speak for themselves. Except as so stated, Humana denies the allegations of Paragraph 193.

194. Humana admits that Humana MarketPoint, Inc. entered into Amendment 70 to the MDA between Humana MarketPoint, Inc. and GoHealth effective November 22, 2021, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$12,320,000 to a “targeted marketing campaign to end no later than December 31, 2021” to “include internet marketing and the purchase of leads.” Humana admits that the allegations in Paragraph 194 quote a portion of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 194.

195. Humana admits that the allegations in Paragraph 195 quote a portion of a November 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except

as so stated, Humana denies the allegations in Paragraph 195.

196. Humana admits that the allegations in Paragraph 196 quote a portion of a November 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 196.

197. Humana admits that the allegations in Paragraph 197 quote a portion of a November 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 197.

3. Humana's Kickbacks to SelectQuote

198. Humana denies the allegations in Paragraph 198.

199. Humana denies the allegations in Paragraph 199.

200. Humana admits that the second sentence of Paragraph 200 quotes a portion of a March 2018 communication between a Humana employee and SelectQuote employees. Humana admits that the final portion of Paragraph 200 quotes a portion of a March 2018 internal communication amongst Humana employees. The terms of those communications speak for themselves, and Humana denies the Government's mischaracterizations. Except as so stated, Humana denies the allegations in Paragraph 200 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 200 based on lack of sufficient information and belief.

201. Humana admits that it conducted business negotiations with SelectQuote and paid SelectQuote at fair market value for marketing services in 2016. Except as so stated, Humana denies the allegations in Paragraph 201.

202. Humana admits that at various times between 2016 and 2021, SelectQuote designated a pod of agents licensed to sell Humana health plan policies. Except as so stated,

Humana denies the allegations in Paragraph 202 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 202 based on lack of sufficient information and belief.

203. Humana admits that the allegations in Paragraph 203 quote a portion of an April 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 203.

204. Humana admits that Humana MarketPoint, Inc. entered into Amendment 7 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective May 15, 2016, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$316,525 to a "targeted marketing campaign between May 15, 2016 and October 1, 2016" to "include the purchase, generation and use of eleven thousand five hundred ten (11,510) leads." Humana admits that the allegations in Paragraph 204 quote a portion of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Humana admits that the allegations in Paragraph 204 quote a portion of a July 2017 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 204.

205. Humana admits that it did not enter into a contractual relationship with Tiburon Insurance Services. Except as so stated, Humana denies the allegations in Paragraph 205 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 205 based on lack of sufficient information and belief.

206. Humana denies the allegations in Paragraph 206 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 206 based on lack of sufficient information

and belief.

207. Humana denies the allegations in Paragraph 207 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 207 based on lack of sufficient information and belief.

208. Humana admits that the allegations in Paragraph 208 quote a portion of an October 2016 communication between a Humana employee and SelectQuote employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 208.

209. Humana denies the allegations in Paragraph 209 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 209 based on lack of sufficient information and belief.

210. Humana admits that the allegations in Paragraph 210 quote a portion of a December 2016 communication between a Humana employee and SelectQuote employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 210.

211. Humana denies the allegations in Paragraph 211 based on lack of sufficient information and belief.

212. Humana denies the allegations in Paragraph 212 based on lack of sufficient information and belief.

213. Humana admits that the allegations in Paragraph 213 quote portions of an August 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 213.

214. Humana admits that the quoted language in Paragraph 214 appears in various MDAs between Humana MarketPoint, Inc. and SelectQuote. The terms of those MDAs speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 214.

215. Humana admits that Humana MarketPoint, Inc. entered into Amendment 13 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective January 15, 2017, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$1,212,750 to a “targeted marketing campaign between January 15, 2017 and June 30, 2017” to “include the purchase, generation and use of forty four thousand one hundred (44,100) leads.” Humana admits that Humana MarketPoint, Inc. entered into Amendment 18 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective June 15, 2017, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$742,500 to a “targeted marketing campaign between July 1, 2017 and September 30, 2017” to “include the purchase, generation and use of twenty six thousand three hundred ninety six (26,396) leads.” Humana admits that Humana MarketPoint, Inc. entered into Amendment 20 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective October 1, 2017, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$2,000,000 to a “targeted marketing campaign between January 15, 2017, and June 30, 2017” to “include the purchase and use of 71,098 leads.” The terms of those amendments speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 215.

216. Humana admits that the allegations in Paragraph 216 quote a portion of a May 2016 internal Humana document. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 216.

217. Humana admits that the allegations in Paragraph 217 quote a portion of a March 2017 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 217.

218. Humana admits that the allegations in Paragraph 218 refer to and quote portions of an April 2017 PowerPoint presentation created by SelectQuote. The terms of that presentation speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 218 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 218 based on lack of sufficient information and belief.

219. Humana denies the allegations in Paragraph 219 based on lack of sufficient information and belief.

220. Humana admits that the second sentence of Paragraph 220 quotes a portion of a May 2017 communication between a Humana employee and SelectQuote employees. The terms of the communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 220 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 220 based on lack of sufficient information and belief.

221. Humana admits that Humana MarketPoint, Inc. entered into Amendment 18 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective June 15, 2017, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$742,500 to a "targeted marketing campaign between July 1, 2017 and September 30, 2017" to "include the purchase, generation and use of twenty six thousand three hundred ninety six (26,396) leads." Humana

admits that the allegations in Paragraph 221 quote portions of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 221.

222. Humana denies the allegations in Paragraph 222 based on lack of sufficient information and belief.

223. Humana admits that Humana MarketPoint, Inc. entered into Amendment 20 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective October 1, 2017, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$2,000,000 to a "targeted marketing campaign between January 15, 2017 and June 30, 2017" to "include the purchase and use of 71,098 leads." Humana admits that the allegations in Paragraph 223 quote portions of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 223.

224. Humana denies the allegations in Paragraph 224 based on lack of sufficient information and belief.

225. Humana denies the allegations in Paragraph 225 based on lack of sufficient information and belief.

226. Humana admits that Humana MarketPoint, Inc. entered into Amendment 21 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective January 1, 2018, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$1,000,000 to a "targeted marketing campaign between January 1, 2018 and March 31, 2018" to "include the purchase, generation and use of forty one thousand (41,000) leads." Humana admits that Humana MarketPoint, Inc. entered into Amendment 23 to the MDA between Humana MarketPoint, Inc.

and SelectQuote effective April 1, 2018, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$1,000,000 to a “targeted marketing campaign between April 1, 2018 and June 30, 2018” to “include the purchase, generation and use of forty one thousand (41,000) leads.” Humana admits that Humana MarketPoint, Inc. entered into Amendment 24 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective July 1, 2018, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$1,500,000 to a “targeted marketing campaign between July 1, 2018 and September 30, 2018” to “include the purchase, generation and use of forty one thousand (41,000) leads.” Humana admits that Humana MarketPoint, Inc. entered into Amendment 24 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective July 1, 2018, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$1,500,000 to a “targeted marketing campaign between July 1, 2018 and September 30, 2018” to “include the purchase, generation and use of forty one thousand (41,000) leads.” Humana admits that Humana MarketPoint, Inc. entered into Amendment 26 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective August 15, 2018, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$5,820,000 to a “targeted marketing campaign between October 1, 2018 and December 7, 2018” to “include the purchase and use of 232,800 leads.” The terms of those amendments speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 226.

227. Humana admits that the quoted language in the first sentence of Paragraph 227 appears in various amendments to the MDA between Humana MarketPoint, Inc. and SelectQuote. The terms of those amendments speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 227.

228. Humana admits that the allegations in Paragraph 228 quote portions of an April

2018 internal Humana document. The terms of that document speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 228.

229. Humana denies the allegations in Paragraph 229 based on lack of sufficient information and belief.

230. Humana admits that the allegations in Paragraph 230 refer to an August 2018 communication between a Humana employee and a SelectQuote employee. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 230.

231. Humana admits that the allegations in Paragraph 231 quote portions of an August 2018 communication between a Humana employee and a SelectQuote employee. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 231.

232. Humana admits that the allegations in Paragraph 232 quote portions of a December 2018 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 232 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 232 based on lack of sufficient information and belief.

233. Humana admits that it conducted business negotiations with SelectQuote and paid SelectQuote at fair market value for marketing services in 2019. Except as so stated, Humana denies the allegations in Paragraph 233.

234. Humana denies the allegations in Paragraph 234.

235. Humana admits that the allegations in Paragraph 235 quote a portion of a February 2019 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 235.

236. Humana admits that Humana MarketPoint, Inc. entered into Amendment 28 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective January 1, 2019, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$2,925,000 to a "targeted marketing campaign between January 1, 2019 and March 31, 2019" to "include the purchase, generation and use of one hundred ten thousand (110,000) leads." Humana admits that the allegations in Paragraph 236 quote a portion of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 236.

237. Humana admits that the allegations in Paragraph 237 quote and include an image from a January 2019 invoice submitted from SelectQuote to Humana. The terms of that invoice speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 237.

238. Humana admits that the allegations in Paragraph 238 quote a portion of a March 2019 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 238.

239. Humana admits that the allegations in Paragraph 239 quote portions of a March 2019 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except

as so stated, Humana denies the allegations in Paragraph 239.

240. Humana denies the allegations in Paragraph 240 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 240 based on lack of sufficient information and belief.

241. Humana admits that the allegations in Paragraph 241 quote a portion of a June 2019 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 241.

242. Humana denies the allegations in Paragraph 242 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 242 based on lack of sufficient information and belief.

243. Humana admits that it conducted business negotiations with SelectQuote and paid SelectQuote at fair market value for marketing services in 2020. Except as so stated, Humana denies the allegations in Paragraph 243.

244. Humana admits that it conducted business negotiations with SelectQuote and paid SelectQuote at fair market value for marketing services in 2020. Except as so stated, Humana denies the allegations in Paragraph 244 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 244 based on lack of sufficient information and belief.

245. Humana admits that the allegations in Paragraph 245 quote a portion of a January 2020 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 245.

246. Humana denies the allegations in Paragraph 246 as they pertain to Humana.

Humana denies the remaining allegations in Paragraph 246 based on lack of sufficient information and belief.

247. Humana admits that Humana MarketPoint, Inc. entered into Amendment 39 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective June 1, 2020, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$4,000,000 to a “targeted marketing campaign between April 1, 2020 and June 30, 2020” to “include the purchase and use of one hundred fifty thousand nine hundred forty three (150,943) leads.” Humana admits that the allegations in Paragraph 247 quote a portion of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 247 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 247 based on lack of sufficient information and belief.

248. Humana admits that the allegations in Paragraph 248 quote a portion of an October 2020 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 248 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 248 based on lack of sufficient information and belief.

249. Humana admits that the allegations in Paragraph 249 quote portions of an October 2020 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 249.

250. Humana admits that it conducted business negotiations with SelectQuote and paid

SelectQuote at fair market value for marketing services in 2020. Except as so stated, Humana denies the allegations in Paragraph 250.

251. Humana admits that it conducted business negotiations with SelectQuote and paid SelectQuote at fair market value for marketing services in 2021. Except as so stated, Humana denies the allegations in Paragraph 251.

252. Humana admits that the allegations in Paragraph 252 quote a portion of a January 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 252 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 252 based on lack of sufficient information and belief.

253. Humana denies the allegations in Paragraph 253 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 253 based on lack of sufficient information and belief.

254. Humana admits that Humana MarketPoint, Inc. entered into Amendment 47 to the MDA between Humana MarketPoint, Inc. and SelectQuote effective September 1, 2021, and that Humana MarketPoint, Inc. agreed in this amendment to contribute \$10,000,000 to a "targeted marketing campaign between October 1, 2021 and December 7, 2021" to "include the purchase and use of leads." Humana admits that the allegations in Paragraph 254 quote a portion of that amendment. The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 254.

255. Humana denies the allegations in Paragraph 255 as they pertain to Humana.

Humana denies the remaining allegations in Paragraph 255 based on lack of sufficient information and belief.

256. Humana denies the allegations in Paragraph 256 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 256 based on lack of sufficient information and belief.

4. Humana's Kickbacks to eHealth

257. Humana admits that Humana MarketPoint, Inc. entered into an MDA with eHealth effective March 15, 2010. Humana admits that Humana MarketPoint, Inc. entered into Amendment 3 to the MDA effective August 25, 2011, and that Humana MarketPoint, Inc. agreed in that amendment to pay eHealth \$900,000 “for the development and implementation of [a] Mini-site[.]” Humana admits that the allegations in Paragraph 257 quote a portion of that amendment. The terms of that contract and amendments speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 257.

258. Humana denies the allegations in Paragraph 258 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 258 based on lack of sufficient information and belief.

259. Humana denies the allegations in Paragraph 259 based on lack of sufficient information and belief.

260. Humana admits that the first sentence of Paragraph 260 quotes a portion of a September 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 260 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 260 based on lack of sufficient

information and belief.

261. Humana admits that Humana MarketPoint, Inc. entered into Amendment 29 to the MDA effective February 15, 2016, and that Humana MarketPoint, Inc. agreed in this amendment to pay eHealth \$250,000 “for the development, maintenance and implementation of [a] Mini-site for the period running from February 15, 2016 through March 31, 2016[.]” Humana admits that Humana MarketPoint, Inc. entered into Amendment 30 to the MDA effective April 1, 2016, and that Humana MarketPoint, Inc. agreed in this amendment to pay eHealth \$250,000 “for the development, maintenance and implementation of [a] Mini-site for the period running from April 1, 2016 through June 30, 2016[.]” Humana admits that Humana MarketPoint, Inc. entered into Amendment 31 to the MDA effective July 1, 2016, and that Humana MarketPoint, Inc. agreed in this amendment to pay eHealth \$250,000 “for the development, maintenance and implementation of [a] Mini-site for the period running from July 1, 2016 through September 30, 2016[.]” Humana admits that Humana MarketPoint, Inc. entered into Amendment 33 to the MDA effective September 28, 2016, and that Humana MarketPoint, Inc. agreed in this amendment to pay eHealth \$3,000,000 “for the development, maintenance and implementation of [a] Mini-site for the period running from October 1, 2016 through December 31, 2016[.]” Humana admits that the allegations in Paragraph 261 quote portions of these amendments. The terms of these amendments speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 261 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 261 based on lack of sufficient information and belief.

262. Humana admits that Humana MarketPoint, Inc. entered into Amendment 29 to the MDA effective February 15, 2016, and that Humana MarketPoint, Inc. agreed in this amendment to pay eHealth \$250,000 “for the development, maintenance and implementation of [a] Mini-site

for the period running from February 15, 2016 through March 31, 2016[.]” The terms of that amendment speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 262 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 262 based on lack of sufficient information and belief.

263. Humana denies the allegations in Paragraph 263 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 263 based on lack of sufficient information and belief.

264. Humana denies the allegations in Paragraph 264.

265. Humana admits that the allegations in Paragraph 265 quote a portion of an April 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 265.

266. Humana admits that the allegations in Paragraph 266 refer to and quote portions of an October 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 266.

267. Humana admits that it conducted business negotiations with eHealth and paid eHealth at fair market value for marketing services in 2017. Except as so stated, Humana denies the allegations in Paragraph 267.

268. Humana denies the allegations in Paragraph 268 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 268 based on lack of sufficient information.

269. Humana admits that the allegations in Paragraph 269 quote a portion of an

internally distributed spreadsheet. The terms of that document speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 269.

270. Humana denies the allegations in Paragraph 270 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 270 based on lack of sufficient information and belief.

271. Humana denies the allegations in Paragraph 271 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 271 based on lack of sufficient information and belief.

272. Humana admits that the allegations in Paragraph 272 quote a portion of a September 2017 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 272.

273. Humana denies the allegations in Paragraph 273 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 273 based on lack of sufficient information and belief.

274. Humana admits that Humana MarketPoint, Inc. entered into Amendment 43 to the MDA effective August 6, 2018, and that Humana MarketPoint, Inc. agreed in this amendment to pay eHealth \$5,000,000 "for the development, maintenance and implementation of [a] Mini-site for the period running from August 1, 2018 through December 31, 2018[.]" The terms of that amendment speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 274 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 274 based on lack of sufficient

information and belief.

275. Humana denies the allegations in Paragraph 275 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 275 based on lack of sufficient information and belief.

276. Humana denies the allegations in Paragraph 276.

277. Humana denies the allegations in Paragraph 277 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 277 based on lack of sufficient information and belief.

278. Humana admits that the allegations in Paragraph 278 refer to a portion of a June 2018 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 278.

279. Humana admits that the allegations in Paragraph 279 quote portions of a June 2018 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 279.

280. Humana denies the allegations in Paragraph 280 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 280 based on lack of sufficient information and belief.

281. Humana denies the allegations in Paragraph 281 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 281 based on lack of sufficient information and belief.

282. Humana denies the allegations in Paragraph 282 as they pertain to Humana.

Humana denies the remaining allegations in Paragraph 282 based on lack of sufficient information and belief.

283. Humana admits that Humana MarketPoint, Inc. entered into Amendment 43 to the MDA effective August 6, 2018, and that Humana MarketPoint, Inc. agreed in this amendment to pay eHealth \$5,000,000 “for the development, maintenance and implementation of [a] Mini-site for the period running from August 1, 2018 through December 31, 2018[.]” The terms of that amendment speak for themselves, and Humana denies the Government’s mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 283 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 283 based on lack of sufficient information and belief.

284. Humana denies the allegations in Paragraph 284 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 284 based on lack of sufficient information and belief.

285. Humana denies the allegations in Paragraph 285 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 285 based on lack of sufficient information and belief.

286. Humana denies the allegations in Paragraph 286 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 286 based on lack of sufficient information and belief.

287. Humana admits that it conducted business negotiations with eHealth and paid eHealth at fair market value for marketing services in 2019. Except as so stated, Humana denies the allegations in Paragraph 287 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 287 based on lack of sufficient information and belief.

288. Humana denies the allegations in Paragraph 288 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 288 based on lack of sufficient information and belief.

289. Humana admits that the allegations in Paragraph 289 quote a portion of a May 2019 text message exchanged between Humana employees. Humana denies that the last sentence of Paragraph 289 quotes the May 2019 text message. The terms of that text message speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 289 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 289 based on lack of sufficient information and belief.

290. Humana admits that Humana MarketPoint, Inc. entered into Schedule Number 002 to the MDA effective September 1, 2019, and that Humana MarketPoint, Inc. agreed in this schedule to pay eHealth \$4,000,000 to "host a Minisite and undertake certain marketing efforts to drive customer traffic to such Minisite" for the period from "October 1, 2019 through and including December 31, 2019." Humana admits that the allegations in Paragraph 290 quote a portion of that schedule. The terms of that schedule speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 290 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 290 based on lack of sufficient information and belief.

291. Humana admits that the allegations in Paragraph 291 quote portions of an August 2019 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 291.

292. Humana denies the allegations in Paragraph 292 as they pertain to Humana.

Humana denies the remaining allegations in Paragraph 292 based on lack of sufficient information and belief.

293. Humana admits that the allegations of Paragraph 293 quote a portion of an April 2020 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 293 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 293 based on lack of sufficient information and belief.

294. Humana admits that Humana MarketPoint, Inc. entered into Schedule Number 003 to the MDA effective June 1, 2020, and that Humana MarketPoint, Inc. agreed in this schedule to pay eHealth \$18,000,000 to "host a Minisite and undertake certain marketing efforts to drive customer traffic to such Minisite" for the period from "June 1, 2020 through and including December 31, 2020." Humana admits that the allegations in Paragraph 294 quote portions of that schedule. The terms of that schedule speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 294 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 294 based on lack of sufficient information and belief.

295. Humana denies the allegations in Paragraph 295 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 295 based on lack of sufficient information and belief.

296. Humana denies the allegations in Paragraph 296 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 296 based on lack of sufficient information and belief.

297. Humana admits that the allegations in Paragraph 297 quote a portion of a January 2021 communication between a Humana employee and an eHealth employee. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 297 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 297 based on lack of sufficient information and belief.

298. Humana admits that Humana MarketPoint, Inc. entered into Schedule Number 004 to the MDA effective January 1, 2021, and that Humana MarketPoint, Inc. agreed in this schedule to pay eHealth \$125,000 to "host a Minisite and undertake certain marketing efforts to drive customer traffic to such Minisite" for the period from "January 1, 2021 through and including June 30, 2021." Humana admits that the allegations in Paragraph 298 quote a portion of that schedule. The terms of that schedule speak for themselves, and Humana denies the Government's mischaracterization of them. Humana admits that the allegations in Paragraph 298 quote a portion of a January 2021 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 298 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 298 based on lack of sufficient information and belief.

299. Humana denies the allegations in Paragraph 299 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 299 based on lack of sufficient information and belief.

300. Humana denies the allegations in Paragraph 300 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 300 based on lack of sufficient information

and belief.

301. Humana denies the allegations in Paragraph 301 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 301 based on lack of sufficient information and belief.

302. Humana denies the allegations in Paragraph 302 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 302 based on lack of sufficient information and belief.

303. Humana denies the allegations in Paragraph 303 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 303 based on lack of sufficient information and belief.

304. Humana admits that the allegations in Paragraph 304 quote portions of a presentation prepared by eHealth. The terms of that presentation speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 304 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 304 based on lack of sufficient information and belief.

5. Humana Conspired with the Defendant Brokers and Others to Discriminate Against Medicare Beneficiaries with Disabilities

305. Humana denies the allegations in Paragraph 305.

306. Humana denies the allegations in Paragraph 306.

307. Humana denies the allegations in Paragraph 307.

308. Humana admits that "U65" is a term commonly used in the MA industry to refer to Medicare-eligible beneficiaries who are under the age of sixty-five. Except as so stated, Humana denies the allegations in Paragraph 308 based on lack of sufficient information and belief.

309. Humana admits that it routinely monitored its medical expense ratios ("MER") for

its various plans and lines of business in the ordinary course of business over the relevant time period. Humana admits that, just as with the Medical Loss Ratio, the MER for Medicare Advantage plans is reported at the contract level and is expressed as a percentage, generally representing the percentage of revenue used for patient care, rather than for such other items as administrative expenses or profit. Humana denies that its MarketPoint sales team monitors or calculates MER on a beneficiary-by-beneficiary basis. Humana denies any further mischaracterization by the Government of Humana's use of MER in Paragraph 309. Except as so stated, Humana denies the allegations in Paragraph 309.

310. Humana denies the allegations in Paragraph 310.

311. Humana admits that the allegations in Paragraph 311 quote portions of a July 2017 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 311.

312. Humana admits that the allegations in Paragraph 312 quote portions of a July 2017 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of it. Except as so stated, Humana denies the allegations in Paragraph 312.

313. Humana denies the allegations in Paragraph 313.

i. Humana and the Defendant Brokers Knew It Was Illegal to Discriminate Against Medicare Beneficiaries with Disabilities

314. Humana admits that under certain applicable laws, it is illegal to discriminate against disabled Medicare beneficiaries. Humana denies that it engaged in any illegal discriminatory conduct against disabled Medicare beneficiaries. Humana denies the allegations in Paragraph 314 based on lack of sufficient information and belief as they pertain to other

Defendants.

315. Humana admits that it had a Sales & Marketing Code of Ethics that applied to external distribution agents during the relevant time period. Humana admits that the allegations in Paragraph 315 quote portions of a May 23, 2019, Humana MarketPoint Sales & Marketing Code of Ethics for External Distribution Agents. The terms of that document speak for themselves, and Humana denies the Government's mischaracterization of it. Except as so stated, Humana denies the allegations in Paragraph 315.

316. Humana admits that at various times, its Sales & Marketing Code of Ethics applied to "External Distribution Agents" and required them to sign and acknowledge their "commitment to the Humana Sales & Marketing Code of Ethics." Except as so stated, Humana denies the allegations in Paragraph 316.

ii. Humana Pressured the Defendant Brokers and Others to Limit Enrollment of Beneficiaries with Disabilities

317. Humana denies the allegations in Paragraph 317.

318. Humana denies the allegations in Paragraph 318.

319. Humana admits that the allegations in Paragraph 319 quote portions of a March 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of it. Except as so stated, Humana denies the allegations in Paragraph 319.

320. Humana admits that the allegations in Paragraph 320 quote portions of a March 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of it. Except as so stated, Humana denies the allegations in Paragraph 320.

321. Humana denies the allegations in Paragraph 321 based on lack of sufficient

information and belief.

322. Humana admits that the allegations in Paragraph 322 quote portions of Ms. Diamond's sworn testimony. Ms. Diamond's testimony speaks for itself, and Humana denies the Government's mischaracterization of her testimony. Except as so stated, Humana denies the allegations in Paragraph 322.

323. Humana denies the allegations in Paragraph 323.

324. Humana admits that the allegations in Paragraph 324 quote portions of a March 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of it. Except as so stated, Humana denies the allegations in Paragraph 324.

325. Humana admits that the allegations in Paragraph 325 quote portions of a March 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 325.

326. Humana admits that the allegations in Paragraph 326 quote portions of a March 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 326.

327. Humana admits that the allegations in Paragraph 327 quote portions of a January 2018 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 327.

328. Humana denies the allegations in Paragraph 328.

329. Humana admits that the allegations in Paragraph 329 quote portions of a January 2016 communication between Humana's employees and GoHealth. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 329.

330. Humana admits that the allegations in Paragraph 330 quote portions of a March 2016 communication between a Humana employee and HealthPlanOne. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 330.

331. Humana admits that the allegations in Paragraph 331 quote portions of internal communications amongst Humana employees and communications between Humana employees and HealthPlanOne. The terms of those communications speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 331.

332. Humana admits that the allegations in Paragraph 332 quote portions of a March 2016 communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 332.

333. Humana admits that the allegations in Paragraph 333 quote portions of an April 2016 communication amongst Humana employees as well as a January 2017 communication between Humana employees and SelectQuote. The terms of those communications speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 333.

334. Humana denies the allegations in Paragraph 334 based on lack of sufficient

information and belief.

335. Humana admits that the allegations in Paragraph 335 quote portions of a March 2016 communication between a Humana employee and eHealth. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them and the Government's mischaracterization of Humana's actions. Except as so stated, Humana denies the allegations in Paragraph 335.

336. Humana admits that the allegations in Paragraph 336 quote portions of a February 2016 communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them and the Government's mischaracterization of Humana's actions. Except as so stated, Humana denies the allegations in Paragraph 336 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 336 based on lack of sufficient information and belief.

337. Humana denies the allegations in Paragraph 337 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 337 based on lack of sufficient information and belief.

338. Humana denies the allegations in Paragraph 338 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 338 based on lack of sufficient information and belief.

**iii. At Humana's Behest, the Defendant Brokers and Others
Limited Enrollment of Disabled Beneficiaries in Humana Plans**

339. Humana denies the allegations in Paragraph 339 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 339 based on lack of sufficient information and belief.

340. Humana denies the allegations in Paragraph 340 as they pertain to Humana.

Humana denies the remaining allegations in Paragraph 340 based on lack of sufficient information and belief.

341. Humana denies the allegations in Paragraph 341 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 341 based on lack of sufficient information and belief.

342. Humana denies the allegations in Paragraph 342 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 342 based on lack of sufficient information and belief.

343. Humana denies the allegations in Paragraph 343 based on lack of sufficient information and belief.

344. Humana denies the allegations in Paragraph 344 based on lack of sufficient information and belief.

345. Humana admits that the allegations in Paragraph 345 quote portions of a May 2016 communication between Humana and HealthPlanOne. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of it. Except as so stated, Humana denies the allegations in Paragraph 345 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 345 based on lack of sufficient information and belief.

346. Humana denies the allegations in Paragraph 346 based on lack of sufficient information and belief.

347. Humana denies the allegations in Paragraph 347.

348. Humana admits that the allegations in Paragraph 348 quote portions of an internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so

stated, Humana denies the allegations in Paragraph 348.

349. Humana admits that the allegations in Paragraph 349 quote portions of an August 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 349 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 349 based on lack of sufficient information and belief.

350. Humana admits that the allegations in Paragraph 350 quote portions of an August 2016 communication between Humana and HealthPlanOne. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 350.

351. Humana admits that the allegations in Paragraph 351 quote portions of an October 2017 communication between Humana and HealthPlanOne. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 351 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 351 based on lack of sufficient information and belief.

352. Humana admits that the allegations in Paragraph 352 quote portions of an April 2016 communication between Humana and TruBridge, Inc. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 352 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 352 based on lack of sufficient information and belief.

353. Humana admits that the allegations in Paragraph 353 quote portions of a July 2017 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 353.

354. Humana admits that the allegations in Paragraph 354 quote portions of an August 2016 communication between Humana and SelectQuote. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 354 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 354 based on lack of sufficient information and belief.

355. Humana denies the allegations in Paragraph 355 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 355 based on lack of sufficient information and belief.

356. Humana admits that the allegations in Paragraph 356 quote portions of a July 2017 communication between Humana and eHealth. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 356 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 356 based on lack of sufficient information and belief.

357. Humana denies the allegations in Paragraph 357 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 357 based on lack of sufficient information and belief.

iv. Humana and the Defendant Brokers Were Successful in Their Scheme to Limit Enrollment of Beneficiaries with Disabilities

358. Humana denies that it engaged in any "discriminatory scheme." Humana denies the remaining allegations in Paragraph 358.

359. Humana admits that the allegations in Paragraph 359 quote portions of a June 2016 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 359.

360. Humana admits that the allegations in Paragraph 360 quote portions of a June 2016 communication between Humana and GoHealth. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 360.

361. Humana admits that the allegations in Paragraph 361 quote portions of an August 2017 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 361 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 361 based on lack of sufficient information and belief.

362. Humana admits that at various times, Ms. Reece provided updates on the number of enrollments of Medicare Advantage beneficiaries, including those under the age of 65. Except as so stated, Humana denies the allegations in Paragraph 362.

363. Humana admits that the allegations in Paragraph 363 quote portions of a March 2018 communication between Humana and GoHealth. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 363.

364. Humana admits that the allegations in Paragraph 364 quote portions of a November 2016 exchange between Humana and HealthPlanOne and a January 2017 internal communication

amongst Humana employees. The terms of those communications speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 364 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 364 based on lack of sufficient information and belief.

365. Humana admits that the allegations in Paragraph 365 quote portions of a March 2017 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 365.

366. Humana admits that the allegations in Paragraph 366 quote portions of an October 2017 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 366.

367. Humana admits that the allegations in Paragraph 367 quote portions of a January 2018 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 367.

368. Humana admits that the allegations in Paragraph 368 quote portions of a July 2017 exchange between Humana and SelectQuote. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 368.

369. Humana admits that the allegations in Paragraph 369 quote portions of an exchange between Humana and SelectQuote. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana

denies the allegations in Paragraph 369 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 369 based on lack of sufficient information and belief.

370. Humana admits that the allegations in Paragraph 370 quote portions of a March 2018 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 370.

371. Humana denies the allegations in Paragraph 371 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 371 based on lack of sufficient information and belief.

372. Humana admits that the allegations in Paragraph 372 quote portions of a July 2017 exchange between Humana and eHealth. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 372 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 372 based on lack of sufficient information and belief.

373. Humana admits that the allegations in Paragraph 373 quote portions of a February 2018 exchange between Humana and eHealth. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 373 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 373 based on lack of sufficient information and belief.

374. Humana admits that the allegations in Paragraph 374 quote portions of a November 2018 exchange between Humana and eHealth. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 374.

375. Humana admits that the allegations in Paragraph 375 quote portions of a May 2019 internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 375.

376. Humana denies the allegations in Paragraph 376 based on lack of sufficient information and belief.

377. Humana denies the allegations in Paragraph 377.

B. Aetna

1. Aetna Paid Kickbacks to the Defendant Brokers to Steer Medicare Beneficiaries to Aetna Plans and Limit Enrollments in Competitors' Plans

378. Humana denies the allegations in Paragraph 378 based on lack of sufficient information and belief.

379. Humana denies the allegations in Paragraph 379 based on lack of sufficient information and belief.

380. Humana denies the allegations in Paragraph 380 based on lack of sufficient information and belief.

381. Humana denies the allegations in Paragraph 381 based on lack of sufficient information and belief.

382. Humana denies the allegations in Paragraph 382 based on lack of sufficient information and belief.

383. Humana denies the allegations in Paragraph 383 based on lack of sufficient information and belief.

384. Humana denies the allegations in Paragraph 384 based on lack of sufficient information and belief.

385. Humana denies the allegations in Paragraph 385 based on lack of sufficient information and belief.

386. Humana denies the allegations in Paragraph 386 based on lack of sufficient information and belief.

2. Aetna's Kickbacks to eHealth

387. Humana denies the allegations in Paragraph 387 based on lack of sufficient information and belief.

388. Humana denies the allegations in Paragraph 388 based on lack of sufficient information and belief.

389. Humana denies the allegations in Paragraph 389 based on lack of sufficient information and belief.

390. Humana denies the allegations in Paragraph 390 based on lack of sufficient information and belief.

391. Humana denies the allegations in Paragraph 391 based on lack of sufficient information and belief.

392. Humana denies the allegations in Paragraph 392 based on lack of sufficient information and belief.

393. Humana denies the allegations in Paragraph 393 based on lack of sufficient information and belief.

394. Humana denies the allegations in Paragraph 394 based on lack of sufficient information and belief.

395. Humana denies the allegations in Paragraph 395 based on lack of sufficient information and belief.

396. Humana denies the allegations in Paragraph 396 based on lack of sufficient

information and belief.

397. Humana denies the allegations in Paragraph 397 based on lack of sufficient information and belief.

398. Humana denies the allegations in Paragraph 398 based on lack of sufficient information and belief.

399. Humana denies the allegations in Paragraph 399 based on lack of sufficient information and belief.

400. Humana denies the allegations in Paragraph 400 based on lack of sufficient information and belief.

401. Humana denies the allegations in Paragraph 401 based on lack of sufficient information and belief.

402. Humana denies the allegations in Paragraph 402 based on lack of sufficient information and belief.

403. Humana denies the allegations in Paragraph 403 based on lack of sufficient information and belief.

404. Humana denies the allegations in Paragraph 404 based on lack of sufficient information and belief.

405. Humana denies the allegations in Paragraph 405 based on lack of sufficient information and belief.

406. Humana denies the allegations in Paragraph 406 based on lack of sufficient information and belief.

407. Humana denies the allegations in Paragraph 407 based on lack of sufficient information and belief.

408. Humana denies the allegations in Paragraph 408 based on lack of sufficient information and belief.

409. Humana denies the allegations in Paragraph 409 based on lack of sufficient information and belief.

410. Humana denies the allegations in Paragraph 410 based on lack of sufficient information and belief.

411. Humana denies the allegations in Paragraph 411 based on lack of sufficient information and belief.

412. Humana denies the allegations in Paragraph 412 based on lack of sufficient information and belief.

413. Humana denies the allegations in Paragraph 413 based on lack of sufficient information and belief.

414. Humana denies the allegations in Paragraph 414 based on lack of sufficient information and belief.

415. Humana denies the allegations in Paragraph 415 based on lack of sufficient information and belief.

416. Humana denies the allegations in Paragraph 416 based on lack of sufficient information and belief.

417. Humana denies the allegations in Paragraph 417 based on lack of sufficient information and belief.

418. Humana denies the allegations in Paragraph 418 based on lack of sufficient information and belief.

419. Humana denies the allegations in Paragraph 419 based on lack of sufficient

information and belief.

420. Humana denies the allegations in Paragraph 420 based on lack of sufficient information and belief.

3. Aetna's Kickbacks to SelectQuote

421. Humana denies the allegations in Paragraph 421 based on lack of sufficient information and belief.

422. Humana denies the allegations in Paragraph 422 based on lack of sufficient information and belief.

423. Humana denies the allegations in Paragraph 423 based on lack of sufficient information and belief.

424. Humana denies the allegations in Paragraph 424 based on lack of sufficient information and belief.

425. Humana denies the allegations in Paragraph 425 based on lack of sufficient information and belief.

426. Humana denies the allegations in Paragraph 426 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 426 based on lack of sufficient information and belief.

427. Humana denies the allegations in Paragraph 427 based on lack of sufficient information and belief.

428. Humana denies the allegations in Paragraph 428 based on lack of sufficient information and belief.

429. Humana denies the allegations in Paragraph 429 based on lack of sufficient information and belief.

430. Humana denies the allegations in Paragraph 430 based on lack of sufficient

information and belief.

431. Humana denies the allegations in Paragraph 431 based on lack of sufficient information and belief.

432. Humana denies the allegations in Paragraph 432 based on lack of sufficient information and belief.

433. Humana denies the allegations in Paragraph 433 based on lack of sufficient information and belief.

434. Humana denies the allegations in Paragraph 434 based on lack of sufficient information and belief.

435. Humana denies the allegations in Paragraph 435 based on lack of sufficient information and belief.

436. Humana denies the allegations in Paragraph 436 based on lack of sufficient information and belief.

437. Humana denies the allegations in Paragraph 437 based on lack of sufficient information and belief.

438. Humana denies the allegations in Paragraph 438 based on lack of sufficient information and belief.

439. Humana denies the allegations in Paragraph 439 based on lack of sufficient information and belief.

440. Humana denies the allegations in Paragraph 440 based on lack of sufficient information and belief.

441. Humana denies the allegations in Paragraph 441 based on lack of sufficient information and belief.

442. Humana denies the allegations in Paragraph 442 based on lack of sufficient information and belief.

443. Humana denies the allegations in Paragraph 443 based on lack of sufficient information and belief.

444. Humana denies the allegations in Paragraph 444 based on lack of sufficient information and belief.

445. Humana denies the allegations in Paragraph 445 based on lack of sufficient information and belief.

446. Humana denies the allegations in Paragraph 446 based on lack of sufficient information and belief.

447. Humana denies the allegations in Paragraph 447 based on lack of sufficient information and belief.

448. Humana denies the allegations in Paragraph 448 based on lack of sufficient information and belief.

449. Humana denies the allegations in Paragraph 449 based on lack of sufficient information and belief.

450. Humana denies the allegations in Paragraph 450 based on lack of sufficient information and belief.

451. Humana denies the allegations in Paragraph 451 based on lack of sufficient information and belief.

452. Humana denies the allegations in Paragraph 452 based on lack of sufficient information and belief.

453. Humana denies the allegations in Paragraph 453 based on lack of sufficient

information and belief.

454. Humana denies the allegations in Paragraph 454 based on lack of sufficient information and belief.

455. Humana denies the allegations in Paragraph 455 based on lack of sufficient information and belief.

456. Humana denies the allegations in Paragraph 456 based on lack of sufficient information and belief.

457. Humana denies the allegations in Paragraph 457 based on lack of sufficient information and belief.

4. Aetna's Kickbacks to GoHealth

458. Humana denies the allegations in Paragraph 458 based on lack of sufficient information and belief.

459. Humana denies the allegations in Paragraph 459 based on lack of sufficient information and belief.

460. Humana denies the allegations in Paragraph 460 based on lack of sufficient information and belief.

461. Humana denies the allegations in Paragraph 461 based on lack of sufficient information and belief.

462. Humana denies the allegations in Paragraph 462 based on lack of sufficient information and belief.

463. Humana denies the allegations in Paragraph 463 based on lack of sufficient information and belief.

464. Humana denies the allegations in Paragraph 464 based on lack of sufficient information and belief.

465. Humana denies the allegations in Paragraph 465 based on lack of sufficient information and belief.

466. Humana denies the allegations in Paragraph 466 based on lack of sufficient information and belief.

467. Humana denies the allegations in Paragraph 467 based on lack of sufficient information and belief.

5. Aetna's "Bonuses," "Rewards," and "Kickers"

468. Humana denies the allegations in Paragraph 468 based on lack of sufficient information and belief.

469. Humana denies the allegations in Paragraph 469 based on lack of sufficient information and belief.

470. Humana denies the allegations in Paragraph 470 based on lack of sufficient information and belief.

471. Humana denies the allegations in Paragraph 471 based on lack of sufficient information and belief.

472. Humana denies the allegations in Paragraph 472 based on lack of sufficient information and belief.

473. Humana denies the allegations in Paragraph 473 based on lack of sufficient information and belief.

474. Humana denies the allegations in Paragraph 474 based on lack of sufficient information and belief.

475. Humana denies the allegations in Paragraph 475 based on lack of sufficient information and belief.

476. Humana denies the allegations in Paragraph 476 based on lack of sufficient

information and belief.

477. Humana denies the allegations in Paragraph 477 based on lack of sufficient information and belief.

478. Humana denies the allegations in Paragraph 478 based on lack of sufficient information and belief.

479. Humana denies the allegations in Paragraph 479 based on lack of sufficient information and belief.

480. Humana denies the allegations in Paragraph 480 based on lack of sufficient information and belief.

481. Humana denies the allegations in Paragraph 481 based on lack of sufficient information and belief.

482. Humana denies the allegations in Paragraph 482 based on lack of sufficient information and belief.

483. Humana denies the allegations in Paragraph 483 based on lack of sufficient information and belief.

6. Aetna Conspired with the Defendant Brokers and Others to Discriminate Against Medicare Beneficiaries with Disabilities

484. Humana denies the allegations in Paragraph 484 based on lack of sufficient information and belief.

485. Humana admits that contracted MAOs receive per member per month payments from CMS. Humana admits that per member per month payments are risk adjusted based on beneficiary health status. Except as so stated, Humana denies the allegations in Paragraph 485 based on lack of sufficient information and belief.

486. Humana denies the allegations in Paragraph 486 as they pertain to Humana.

Humana denies the remaining allegations in Paragraph 486 based on lack of sufficient information and belief.

487. Humana denies the allegations in Paragraph 487 based on lack of sufficient information and belief.

488. Humana denies the allegations in Paragraph 488 based on lack of sufficient information and belief.

489. Humana denies the allegations in Paragraph 489 based on lack of sufficient information and belief.

490. Humana denies the allegations in Paragraph 490 based on lack of sufficient information and belief.

i. Aetna and the Defendant Brokers Knew It Was Illegal to Discriminate Against Medicare Beneficiaries with Disabilities

491. Humana denies the allegations in Paragraph 491 based on lack of sufficient information and belief.

492. Humana denies the allegations in Paragraph 492 based on lack of sufficient information and belief.

493. Humana admits that on May 27, 2016, CMS distributed an alert regarding the agency's "Final Rule, Nondiscrimination in Health Programs and Activities, implementing the prohibition on discrimination under Section 1557 of the Affordable Care Act of 2010," effective on July 18, 2016. Humana denies the remaining allegations in Paragraph 493 based on lack of sufficient information and belief.

494. Humana denies the allegations in Paragraph 494 based on lack of sufficient information and belief.

495. Humana denies the allegations in Paragraph 495 based on lack of sufficient

information and belief.

ii. Aetna Pressured the Defendant Brokers and Others to Limit Enrollment of Beneficiaries with Disabilities

496. Humana denies the allegations in Paragraph 496 based on lack of sufficient information and belief.

497. Humana denies the allegations in Paragraph 497 based on lack of sufficient information and belief.

498. Humana denies the allegations in Paragraph 498 based on lack of sufficient information and belief.

499. Humana denies the allegations in Paragraph 499 based on lack of sufficient information and belief.

500. Humana denies the allegations in Paragraph 500 based on lack of sufficient information and belief.

501. Humana denies the allegations in Paragraph 501 based on lack of sufficient information and belief.

502. Humana denies the allegations in Paragraph 502 based on lack of sufficient information and belief.

503. Humana denies the allegations in Paragraph 503 based on lack of sufficient information and belief.

504. Humana denies the allegations in Paragraph 504 based on lack of sufficient information and belief.

iii. At Aetna's Behest, the Defendant Brokers and Others Limited Enrollment of Disabled Beneficiaries in Aetna Plans

505. Humana denies the allegations in Paragraph 505 based on lack of sufficient information and belief.

506. Humana denies the allegations in Paragraph 506 based on lack of sufficient information and belief.

507. Humana denies the allegations in Paragraph 507 based on lack of sufficient information and belief.

508. Humana denies the allegations in Paragraph 508 based on lack of sufficient information and belief.

509. Humana denies the allegations in Paragraph 509 based on lack of sufficient information and belief.

510. Humana denies the allegations in Paragraph 510 based on lack of sufficient information and belief.

511. Humana denies the allegations in Paragraph 511 based on lack of sufficient information and belief.

512. Humana denies the allegations in Paragraph 512 based on lack of sufficient information and belief.

513. Humana denies the allegations in Paragraph 513 based on lack of sufficient information and belief.

514. Humana denies the allegations in Paragraph 514 based on lack of sufficient information and belief.

515. Humana denies the allegations in Paragraph 515 based on lack of sufficient information and belief.

516. Humana denies the allegations in Paragraph 516 based on lack of sufficient information and belief.

517. Humana denies the allegations in Paragraph 517 based on lack of sufficient

information and belief.

518. Humana denies the allegations in Paragraph 518 based on lack of sufficient information and belief.

519. Humana denies the allegations in Paragraph 519 based on lack of sufficient information and belief.

520. Humana denies the allegations in Paragraph 520 based on lack of sufficient information and belief.

521. Humana denies the allegations in Paragraph 521 based on lack of sufficient information and belief.

522. Humana denies the allegations in Paragraph 522 based on lack of sufficient information and belief.

523. Humana denies the allegations in Paragraph 523 based on lack of sufficient information and belief.

524. Humana denies the allegations in Paragraph 524 based on lack of sufficient information and belief.

525. Humana denies the allegations in Paragraph 525 based on lack of sufficient information and belief.

526. Humana denies the allegations in Paragraph 526 based on lack of sufficient information and belief.

527. Humana denies the allegations in Paragraph 527 based on lack of sufficient information and belief.

528. Humana denies the allegations in Paragraph 528 based on lack of sufficient information and belief.

529. Humana denies the allegations in Paragraph 529 based on lack of sufficient information and belief.

530. Humana denies the allegations in Paragraph 530 based on lack of sufficient information and belief.

531. Humana denies the allegations in Paragraph 531 based on lack of sufficient information and belief.

532. Humana denies the allegations in Paragraph 532 based on lack of sufficient information and belief.

533. Humana denies the allegations in Paragraph 533 based on lack of sufficient information and belief.

534. Humana denies the allegations in Paragraph 534 based on lack of sufficient information and belief.

535. Humana denies the allegations in Paragraph 535 based on lack of sufficient information and belief.

536. Humana denies the allegations in Paragraph 536 based on lack of sufficient information and belief.

537. Humana denies the allegations in Paragraph 537 based on lack of sufficient information and belief.

538. Humana denies the allegations in Paragraph 538 based on lack of sufficient information and belief.

539. Humana denies the allegations in Paragraph 539 based on lack of sufficient information and belief.

540. Humana denies the allegations in Paragraph 540 based on lack of sufficient

information and belief.

541. Humana denies the allegations in Paragraph 541 based on lack of sufficient information and belief.

542. Humana denies the allegations in Paragraph 542 based on lack of sufficient information and belief.

543. Humana denies the allegations in Paragraph 543 based on lack of sufficient information and belief.

544. Humana denies the allegations in Paragraph 544 based on lack of sufficient information and belief.

545. Humana denies the allegations in Paragraph 545 based on lack of sufficient information and belief.

546. Humana denies the allegations in Paragraph 546 based on lack of sufficient information and belief.

547. Humana denies the allegations in Paragraph 547 based on lack of sufficient information and belief.

548. Humana denies the allegations in Paragraph 548 based on lack of sufficient information and belief.

549. Humana denies the allegations in Paragraph 549 based on lack of sufficient information and belief.

550. Humana denies the allegations in Paragraph 550 based on lack of sufficient information and belief.

551. Humana denies the allegations in Paragraph 551 based on lack of sufficient information and belief.

552. Humana denies the allegations in Paragraph 552 based on lack of sufficient information and belief.

553. Humana denies the allegations in Paragraph 553 based on lack of sufficient information and belief.

554. Humana denies the allegations in Paragraph 554 based on lack of sufficient information and belief.

555. Humana denies the allegations in Paragraph 555 based on lack of sufficient information and belief.

556. Humana denies the allegations in Paragraph 556 based on lack of sufficient information and belief.

557. Humana denies the allegations in Paragraph 557 based on lack of sufficient information and belief.

558. Humana denies the allegations in Paragraph 558 based on lack of sufficient information and belief.

559. Humana denies the allegations in Paragraph 559 based on lack of sufficient information and belief.

560. Humana denies the allegations in Paragraph 560 based on lack of sufficient information and belief.

561. Humana denies the allegations in Paragraph 561 based on lack of sufficient information and belief.

562. Humana denies the allegations in Paragraph 562 based on lack of sufficient information and belief.

563. Humana denies the allegations in Paragraph 563 based on lack of sufficient

information and belief.

564. Humana denies the allegations in Paragraph 564 based on lack of sufficient information and belief.

565. Humana denies the allegations in Paragraph 565 based on lack of sufficient information and belief.

566. Humana denies the allegations in Paragraph 566 based on lack of sufficient information and belief.

567. Humana denies the allegations in Paragraph 567 based on lack of sufficient information and belief.

568. Humana denies the allegations in Paragraph 568 based on lack of sufficient information and belief.

569. Humana denies the allegations in Paragraph 569 based on lack of sufficient information and belief.

570. Humana denies the allegations in Paragraph 570 based on lack of sufficient information and belief.

571. Humana denies the allegations in Paragraph 571 based on lack of sufficient information and belief.

572. Humana denies the allegations in Paragraph 572 based on lack of sufficient information and belief.

iv. Aetna Was Successful in Its Scheme to Limit Enrollment of Beneficiaries with Disabilities

573. Humana denies the allegations in Paragraph 573 based on lack of sufficient information and belief.

574. Humana denies the allegations in Paragraph 574 based on lack of sufficient

information and belief.

575. Humana denies the allegations in Paragraph 575 based on lack of sufficient information and belief.

576. Humana denies the allegations in Paragraph 576 based on lack of sufficient information and belief.

577. Humana denies the allegations in Paragraph 577 based on lack of sufficient information and belief.

C. Anthem

1. Anthem Paid Kickbacks to GoHealth and eHealth to Steer Medicare Beneficiaries to Aetna Plans and Limit Enrollments in Competitors' Plans

578. Humana denies the allegations in Paragraph 578 based on lack of sufficient information and belief.

579. Humana denies the allegations in Paragraph 579 based on lack of sufficient information and belief.

580. Humana denies the allegations in Paragraph 580 based on lack of sufficient information and belief.

581. Humana denies the allegations in Paragraph 581 based on lack of sufficient information and belief.

582. Humana denies the allegations in Paragraph 582 based on lack of sufficient information and belief.

583. Humana denies the allegations in Paragraph 583 based on lack of sufficient information and belief.

2. Anthem's Kickbacks to GoHealth

584. Humana denies the allegations in Paragraph 584 based on lack of sufficient

information and belief.

585. Humana denies the allegations in Paragraph 585 based on lack of sufficient information and belief.

586. Humana denies the allegations in Paragraph 586 based on lack of sufficient information and belief.

587. Humana denies the allegations in Paragraph 587 based on lack of sufficient information and belief.

588. Humana denies the allegations in Paragraph 588 based on lack of sufficient information and belief.

589. Humana denies the allegations in Paragraph 589 based on lack of sufficient information and belief.

590. Humana denies the allegations in Paragraph 590 based on lack of sufficient information and belief.

591. Humana denies the allegations in Paragraph 591 based on lack of sufficient information and belief.

592. Humana denies the allegations in Paragraph 592 based on lack of sufficient information and belief.

593. Humana denies the allegations in Paragraph 593 based on lack of sufficient information and belief.

594. Humana denies the allegations in Paragraph 594 based on lack of sufficient information and belief.

595. Humana denies the allegations in Paragraph 595 based on lack of sufficient information and belief.

596. Humana denies the allegations in Paragraph 596 based on lack of sufficient information and belief.

597. Humana denies the allegations in Paragraph 597 based on lack of sufficient information and belief.

598. Humana denies the allegations in Paragraph 598 based on lack of sufficient information and belief.

599. Humana denies the allegations in Paragraph 599 based on lack of sufficient information and belief.

600. Humana denies the allegations in Paragraph 600 based on lack of sufficient information and belief.

601. Humana denies the allegations in Paragraph 601 based on lack of sufficient information and belief.

602. Humana denies the allegations in Paragraph 602 based on lack of sufficient information and belief.

603. Humana denies the allegations in Paragraph 603 based on lack of sufficient information and belief.

604. Humana denies the allegations in Paragraph 604 based on lack of sufficient information and belief.

605. Humana denies the allegations in Paragraph 605 based on lack of sufficient information and belief.

606. Humana denies the allegations in Paragraph 606 based on lack of sufficient information and belief.

607. Humana denies the allegations in Paragraph 607 based on lack of sufficient

information and belief.

608. Humana denies the allegations in Paragraph 608 based on lack of sufficient information and belief.

609. Humana denies the allegations in Paragraph 609 based on lack of sufficient information and belief.

610. Humana denies the allegations in Paragraph 610 based on lack of sufficient information and belief.

611. Humana denies the allegations in Paragraph 611 based on lack of sufficient information and belief.

612. Humana denies the allegations in Paragraph 612 based on lack of sufficient information and belief.

613. Humana denies the allegations in Paragraph 613 based on lack of sufficient information and belief.

614. Humana denies the allegations in Paragraph 614 based on lack of sufficient information and belief.

615. Humana denies the allegations in Paragraph 615 based on lack of sufficient information and belief.

616. Humana denies the allegations in Paragraph 616 based on lack of sufficient information and belief.

617. Humana denies the allegations in Paragraph 617 based on lack of sufficient information and belief.

618. Humana denies the allegations in Paragraph 618 based on lack of sufficient information and belief.

619. Humana denies the allegations in Paragraph 619 based on lack of sufficient information and belief.

620. Humana denies the allegations in Paragraph 620 based on lack of sufficient information and belief.

621. Humana denies the allegations in Paragraph 621 based on lack of sufficient information and belief.

622. Humana denies the allegations in Paragraph 622 based on lack of sufficient information and belief.

623. Humana denies the allegations in Paragraph 623 based on lack of sufficient information and belief.

624. Humana denies the allegations in Paragraph 624 based on lack of sufficient information and belief.

625. Humana denies the allegations in Paragraph 625 based on lack of sufficient information and belief.

626. Humana denies the allegations in Paragraph 626 based on lack of sufficient information and belief.

627. Humana denies the allegations in Paragraph 627 based on lack of sufficient information and belief.

628. Humana denies the allegations in Paragraph 628 based on lack of sufficient information and belief.

629. Humana denies the allegations in Paragraph 629 based on lack of sufficient information and belief.

630. Humana denies the allegations in Paragraph 630 based on lack of sufficient

information and belief.

631. Humana denies the allegations in Paragraph 631 based on lack of sufficient information and belief.

632. Humana denies the allegations in Paragraph 632 based on lack of sufficient information and belief.

633. Humana denies the allegations in Paragraph 633 based on lack of sufficient information and belief.

634. Humana denies the allegations in Paragraph 634 based on lack of sufficient information and belief.

635. Humana denies the allegations in Paragraph 635 based on lack of sufficient information and belief.

636. Humana denies the allegations in Paragraph 636 based on lack of sufficient information and belief.

637. Humana denies the allegations in Paragraph 637 based on lack of sufficient information and belief.

638. Humana denies the allegations in Paragraph 638 based on lack of sufficient information and belief.

639. Humana denies the allegations in Paragraph 639 based on lack of sufficient information and belief.

640. Humana denies the allegations in Paragraph 640 based on lack of sufficient information and belief.

641. Humana denies the allegations in Paragraph 641 based on lack of sufficient information and belief.

642. Humana denies the allegations in Paragraph 642 based on lack of sufficient information and belief.

643. Humana denies the allegations in Paragraph 643 based on lack of sufficient information and belief.

644. Humana denies the allegations in Paragraph 644 based on lack of sufficient information and belief.

645. Humana denies the allegations in Paragraph 645 based on lack of sufficient information and belief.

646. Humana denies the allegations in Paragraph 646 based on lack of sufficient information and belief.

647. Humana denies the allegations in Paragraph 647 based on lack of sufficient information and belief.

648. Humana denies the allegations in Paragraph 648 based on lack of sufficient information and belief.

649. Humana denies the allegations in Paragraph 649 based on lack of sufficient information and belief.

650. Humana denies the allegations in Paragraph 650 based on lack of sufficient information and belief.

651. Humana denies the allegations in Paragraph 651 based on lack of sufficient information and belief.

652. Humana denies the allegations in Paragraph 652 based on lack of sufficient information and belief.

653. Humana denies the allegations in Paragraph 653 based on lack of sufficient

information and belief.

654. Humana denies the allegations in Paragraph 654 based on lack of sufficient information and belief.

655. Humana denies the allegations in Paragraph 655 based on lack of sufficient information and belief.

656. Humana denies the allegations in Paragraph 656 based on lack of sufficient information and belief.

657. Humana denies the allegations in Paragraph 657 based on lack of sufficient information and belief.

658. Humana denies the allegations in Paragraph 658 based on lack of sufficient information and belief.

659. Humana denies the allegations in Paragraph 659 based on lack of sufficient information and belief.

660. Humana denies the allegations in Paragraph 660 based on lack of sufficient information and belief.

661. Humana denies the allegations in Paragraph 661 based on lack of sufficient information and belief.

662. Humana denies the allegations in Paragraph 662 based on lack of sufficient information and belief.

663. Humana denies the allegations in Paragraph 663 based on lack of sufficient information and belief.

664. Humana denies the allegations in Paragraph 664 based on lack of sufficient information and belief.

665. Humana denies the allegations in Paragraph 665 based on lack of sufficient information and belief.

666. Humana denies the allegations in Paragraph 666 based on lack of sufficient information and belief.

667. Humana denies the allegations in Paragraph 667 based on lack of sufficient information and belief.

668. Humana denies the allegations in Paragraph 668 based on lack of sufficient information and belief.

669. Humana denies the allegations in Paragraph 669 based on lack of sufficient information and belief.

670. Humana denies the allegations in Paragraph 670 based on lack of sufficient information and belief.

671. Humana denies the allegations in Paragraph 671 based on lack of sufficient information and belief.

672. Humana denies the allegations in Paragraph 672 based on lack of sufficient information and belief.

673. Humana denies the allegations in Paragraph 673 based on lack of sufficient information and belief.

674. Humana denies the allegations in Paragraph 674 based on lack of sufficient information and belief.

675. Humana denies the allegations in Paragraph 675 based on lack of sufficient information and belief.

676. Humana denies the allegations in Paragraph 676 based on lack of sufficient

information and belief.

677. Humana denies the allegations in Paragraph 677 based on lack of sufficient information and belief.

678. Humana denies the allegations in Paragraph 678 based on lack of sufficient information and belief.

679. Humana denies the allegations in Paragraph 679 based on lack of sufficient information and belief.

680. Humana denies the allegations in Paragraph 680 based on lack of sufficient information and belief.

681. Humana denies the allegations in Paragraph 681 based on lack of sufficient information and belief.

682. Humana denies the allegations in Paragraph 682 based on lack of sufficient information and belief.

683. Humana denies the allegations in Paragraph 683 based on lack of sufficient information and belief.

684. Humana denies the allegations in Paragraph 684 based on lack of sufficient information and belief.

685. Humana denies the allegations in Paragraph 685 based on lack of sufficient information and belief.

686. Humana denies the allegations in Paragraph 686 based on lack of sufficient information and belief.

687. Humana denies the allegations in Paragraph 687 based on lack of sufficient information and belief.

688. Humana denies the allegations in Paragraph 688 based on lack of sufficient information and belief.

689. Humana denies the allegations in Paragraph 689 based on lack of sufficient information and belief.

690. Humana denies the allegations in Paragraph 690 based on lack of sufficient information and belief.

691. Humana denies the allegations in Paragraph 691 based on lack of sufficient information and belief.

692. Humana denies the allegations in Paragraph 692 based on lack of sufficient information and belief.

693. Humana denies the allegations in Paragraph 693 based on lack of sufficient information and belief.

694. Humana denies the allegations in Paragraph 694 based on lack of sufficient information and belief.

695. Humana denies the allegations in Paragraph 695 based on lack of sufficient information and belief.

696. Humana denies the allegations in Paragraph 696 based on lack of sufficient information and belief.

697. Humana denies the allegations in Paragraph 697 based on lack of sufficient information and belief.

698. Humana denies the allegations in Paragraph 698 based on lack of sufficient information and belief.

699. Humana denies the allegations in Paragraph 699 based on lack of sufficient

information and belief.

700. Humana denies the allegations in Paragraph 700 based on lack of sufficient information and belief.

701. Humana denies the allegations in Paragraph 701 based on lack of sufficient information and belief.

702. Humana denies the allegations in Paragraph 702 based on lack of sufficient information and belief.

703. Humana denies the allegations in Paragraph 703 based on lack of sufficient information and belief.

704. Humana denies the allegations in Paragraph 704 based on lack of sufficient information and belief.

705. Humana denies the allegations in Paragraph 705 based on lack of sufficient information and belief.

706. Humana denies the allegations in Paragraph 706 based on lack of sufficient information and belief.

707. Humana denies the allegations in Paragraph 707 based on lack of sufficient information and belief.

708. Humana denies the allegations in Paragraph 708 based on lack of sufficient information and belief.

709. Humana denies the allegations in Paragraph 709 based on lack of sufficient information and belief.

710. Humana denies the allegations in Paragraph 710 based on lack of sufficient information and belief.

711. Humana denies the allegations in Paragraph 711 based on lack of sufficient information and belief.

712. Humana denies the allegations in Paragraph 712 based on lack of sufficient information and belief.

3. Anthem's Kickbacks to eHealth

713. Humana denies the allegations in Paragraph 713 based on lack of sufficient information and belief.

714. Humana denies the allegations in Paragraph 714 based on lack of sufficient information and belief.

715. Humana denies the allegations in Paragraph 715 based on lack of sufficient information and belief.

716. Humana denies the allegations in Paragraph 716 based on lack of sufficient information and belief.

717. Humana denies the allegations in Paragraph 717 based on lack of sufficient information and belief.

718. Humana denies the allegations in Paragraph 718 based on lack of sufficient information and belief.

719. Humana denies the allegations in Paragraph 719 based on lack of sufficient information and belief.

720. Humana denies the allegations in Paragraph 720 based on lack of sufficient information and belief.

721. Humana denies the allegations in Paragraph 721 based on lack of sufficient information and belief.

722. Humana denies the allegations in Paragraph 722 based on lack of sufficient

information and belief.

723. Humana denies the allegations in Paragraph 723 based on lack of sufficient information and belief.

724. Humana denies the allegations in Paragraph 724 based on lack of sufficient information and belief.

725. Humana denies the allegations in Paragraph 725 based on lack of sufficient information and belief.

726. Humana denies the allegations in Paragraph 726 based on lack of sufficient information and belief.

727. Humana denies the allegations in Paragraph 727 based on lack of sufficient information and belief.

728. Humana denies the allegations in Paragraph 728 based on lack of sufficient information and belief.

729. Humana denies the allegations in Paragraph 729 based on lack of sufficient information and belief.

730. Humana denies the allegations in Paragraph 730 based on lack of sufficient information and belief.

731. Humana denies the allegations in Paragraph 731 based on lack of sufficient information and belief.

732. Humana denies the allegations in Paragraph 732 based on lack of sufficient information and belief.

733. Humana denies the allegations in Paragraph 733 based on lack of sufficient information and belief.

734. Humana denies the allegations in Paragraph 734 based on lack of sufficient information and belief.

735. Humana denies the allegations in Paragraph 735 based on lack of sufficient information and belief.

736. Humana denies the allegations in Paragraph 736 based on lack of sufficient information and belief.

737. Humana denies the allegations in Paragraph 737 based on lack of sufficient information and belief.

738. Humana denies the allegations in Paragraph 738 based on lack of sufficient information and belief.

739. Humana denies the allegations in Paragraph 739 based on lack of sufficient information and belief.

740. Humana denies the allegations in Paragraph 740 based on lack of sufficient information and belief.

741. Humana denies the allegations in Paragraph 741 based on lack of sufficient information and belief.

742. Humana denies the allegations in Paragraph 742 based on lack of sufficient information and belief.

D. The Defendants' Kickback Schemes Harmed Medicare Beneficiaries

743. Humana denies the allegations in Paragraph 743 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 743 based on lack of sufficient information and belief.

744. Humana denies the allegations in Paragraph 744 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 744 based on lack of sufficient information

and belief.

745. Humana admits that Humana's Chief Executive Officer, Mr. Broussard spoke at Goldman Sachs 14th Annual Healthcare CEOs Unscripted Conference in January 2022. Humana denies the Government's mischaracterization of statements Mr. Broussard made at that event. Except as so stated, Humana denies the allegations in Paragraph 745.

746. Humana denies the allegations in Paragraph 746 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 746 based on lack of sufficient information and belief.

747. Humana admits that the allegations in Paragraph 747 quote portions of a July 2021 communication between Humana and GoHealth. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 747.

748. Humana admits that the allegations in Paragraph 748 quote an internal communication amongst Humana employees. The terms of that communication speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 748 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 748 based on lack of sufficient information and belief.

749. Humana admits that a Powerpoint deck was created on/around March 2020 that included a slide titled "Scorecard - Year in Review." The content of this presentation speaks for itself, and Humana denies the Government's mischaracterization of it. Except as so stated, Humana denies the allegations in Paragraph 749.

750. Humana denies the allegations in Paragraph 750 based on lack of sufficient information and belief.

751. Humana denies the allegations in Paragraph 751 based on lack of sufficient information and belief.

752. Humana denies the allegations in Paragraph 752 based on lack of sufficient information and belief.

753. Humana denies the allegations in Paragraph 753 based on lack of sufficient information and belief.

754. Humana denies the allegations in Paragraph 754 based on lack of sufficient information and belief.

755. Humana denies the allegations in Paragraph 755 based on lack of sufficient information and belief.

756. Humana denies the allegations in Paragraph 756 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 756 based on lack of sufficient information and belief.

757. Humana denies the allegations in Paragraph 757 based on lack of sufficient information and belief.

758. Humana denies the allegations in Paragraph 758 based on lack of sufficient information and belief.

759. Humana denies the allegations in Paragraph 759 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 759 based on lack of sufficient information and belief.

760. Humana denies the allegations in Paragraph 760 based on lack of sufficient information and belief.

761. Humana denies the allegations in Paragraph 761 based on lack of sufficient

information and belief.

762. Humana denies the allegations in Paragraph 762 based on lack of sufficient information and belief.

763. Humana denies the allegations in Paragraph 763 based on lack of sufficient information and belief.

764. Humana denies the allegations in Paragraph 764 based on lack of sufficient information and belief.

V. THE DEFENDANTS MADE MATERIAL FALSE CLAIMS

A. The Defendants Made, or Caused to Be Made, Material False Claims Because They Violated the Anti-Kickback Sta

765. Humana denies the allegations in Paragraph 765 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 765 based on lack of sufficient information and belief.

766. Humana denies the allegations in Paragraph 766 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 766 based on lack of sufficient information and belief.

1. The Defendant Insurers' Contracts with CMS Required Each Defendant Insurer to Agree to Comply with the AKS

767. Humana admits that it contracted with CMS to provide healthcare benefits to Medicare-eligible beneficiaries under the Medicare Advantage program from 2016 through 2021. Except as so stated, Humana denies the allegations in Paragraph 767 based on lack of sufficient information and belief.

768. Humana admits that its contracts with CMS contain certificates of compliance with federal laws. Humana denies the remaining allegations in Paragraph 768 based on lack of sufficient information and belief.

769. To the extent that the allegations of Paragraph 769 contain argument and/or assert conclusions of law, no response is required. To the extent that those allegations require a response, Humana denies the allegations in Paragraph 769.

770. Humana admits that Humana renewed its contract with CMS. The terms of any renewal contracts speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 770 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 770 based on lack of sufficient information and belief.

771. Humana admits that on/around September 11, 2015, its subsidiary Humana Wisconsin Health Organization Corporation entered into Contract H6622. Humana admits that pursuant to this contract, Humana provided Medicare Advantage Plans to eligible beneficiaries through December 31, 2016. Humana admits that CFO Brian Kane signed the contract on Humana's behalf. Humana denies the remaining allegations in Paragraph 771.

772. Humana admits that it renewed Contract H6622 on September 15, 2016, and that Mr. Broussard signed it on Humana's behalf. Humana admits that it renewed Contract H6622 on September 14, 2017, and that Mr. Broussard signed it on Humana's behalf. Humana admits that it renewed Contract H6622 on September 18, 2018, and that Mr. Kane signed it on Humana's behalf. Humana admits that it renewed Contract H6622 on September 20, 2019, and that Mr. Kane signed it on Humana's behalf. Humana admits that it renewed Contract H6622 on September 18, 2020, and that Mr. Kane signed it on Humana's behalf. Humana denies the remaining allegations in Paragraph 772.

773. Humana denies the allegations in Paragraph 773 based on lack of sufficient information and belief.

774. Humana denies the allegations in Paragraph 774 based on lack of sufficient

information and belief.

2. The Defendant Insurers Certified in Their Claims for Payment That the Information They Provided Was Truthful

775. Humana admits that it had to and did submit enrollment and payment data information to CMS monthly for payment purposes and did so from 2016 through 2020. Humana admits that it had to and did submit enrollment information and payment data to CMS for payment purposes and did so on a quarterly basis starting in 2020. Humana denies the remaining allegations in Paragraph 775 based on lack of sufficient information and belief.

776. Humana admits that the enrollment and payment data submissions and associated certifications included the language quoted in Paragraph 776. The terms of those certifications speak for themselves, and Humana denies the Government's mischaracterization of them. Except as so stated, Humana denies the allegations in Paragraph 776 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 776 based on lack of sufficient information and belief.

777. Humana denies the allegations in Paragraph 777 based on lack of sufficient information and belief.

778. Humana denies the allegations in Paragraph 778.

779. Humana denies the allegations in Paragraph 779 based on lack of sufficient information and belief.

780. To the extent that the allegations in Paragraph 780 contain argument and/or assert conclusions of law, no response is required. To the extent a response is required, Humana denies the allegations in Paragraph 780 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 780 based on lack of sufficient information and belief.

781. To the extent that the allegations of Paragraph 781 contain argument and/or assert

conclusions of law, no response is required. To the extent a response is required, Humana denies the allegations as they pertain to Humana in Paragraph 781. Humana denies the remaining allegations in Paragraph 781 based on lack of sufficient information and belief.

782. To the extent that the allegations of Paragraph 782 contain argument and/or assert conclusions of law, no response is required. To the extent a response is required, Humana denies the allegations as they pertain to Humana in Paragraph 782. Humana denies the remaining allegations in Paragraph 782 based on lack of sufficient information and belief.

B. Aetna, Humana, and the Defendant Brokers Made, or Caused to Be Made, Material False Claims Because They Violated Anti-Discrimination Laws, Regulations, and Contractual Provisions

1. Aetna and Humana Agreed in Contracts with CMS to Comply with Anti-Discrimination Laws and Regulations

783. Humana admits that the allegations in Paragraph 783 quote portions of Humana affiliates' Medicare Advantage contracts with CMS. The terms of those contracts speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 783 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 783 based on lack of sufficient information and belief.

784. Humana admits that the allegations in Paragraph 784 quote portions of Humana's Medicare Advantage contracts with CMS. The terms of those contracts speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 784 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 784 based on lack of sufficient information and belief.

785. Humana admits that the allegations in Paragraph 785 quote portions of Humana's Medicare Advantage contracts with CMS. The terms of those contracts speak for themselves. Except as so stated, Humana denies the allegations in Paragraph 785 as they pertain to Humana.

Humana denies the remaining allegations in Paragraph 785 based on lack of sufficient information and belief.

786. Humana denies the allegations in Paragraph 786 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 786 based on lack of sufficient information and belief.

787. To the extent that the allegations of Paragraph 787 contain argument and/or assert conclusions of law, no response is required. To the extent those allegations require a response, Humana denies the allegations in Paragraph 787 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 787 based on lack of sufficient information and belief.

2. Aetna and Humana Conspired with the Defendant Brokers to Discriminate Against Medicare Beneficiaries with Disabilities in Violation of Contractual Requirements

788. Humana denies the allegations in Paragraph 788 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 788 based on lack of sufficient information and belief.

789. Humana denies the allegations in Paragraph 789 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 789 based on lack of sufficient information and belief.

790. Humana denies the allegations in Paragraph 790 as they pertain to Humana. Humana denies the remaining allegations in Paragraph 790 based on lack of sufficient information and belief.

VI. EXAMPLES OF FALSE CLAIMS TO THE GOVERNMENT

A. Humana and GoHealth

791. Humana denies the allegations in Paragraph 791.

B. Humana and SelectQuote

792. Humana denies the allegations in Paragraph 792.

C. Humana and eHealth

793. Humana denies the allegations in Paragraph 793.

D. Aetna and eHealth

794. Humana denies the allegations in Paragraph 794 based on lack of information and belief.

E. Aetna and SelectQuote

795. Humana denies the allegations in Paragraph 795 based on lack of information and belief.

F. Aetna and GoHealth

796. Humana denies the allegations in Paragraph 796 based on lack of information and belief.

G. Anthem and GoHealth

797. Humana denies the allegations in Paragraph 797 based on lack of information and belief.

H. Anthem and eHealth

798. Humana denies the allegations in Paragraph 798 based on lack of information and belief.

VII. CAUSES OF ACTION

COUNT I

**Violation of the False Claims Act:
Presentation, or Causing Presentation, of False or Fraudulent Claims for Payment
Resulting from a Violation of the Anti-Kickback Statute**

(31 U.S.C. § 3729(a)(1)(A))

All Defendants

799. Humana reasserts its responses and answers to Paragraphs 1 through 798 as if fully set forth herein.

800. Humana denies the allegations in Paragraph 800.

801. Humana denies the allegations in Paragraph 801.

802. Humana denies the allegations in Paragraph 802.

803. Humana denies the allegations in Paragraph 803.

COUNT II

**Violation of the False Claims Act:
Presentation, or Causing Presentation, of False or Fraudulent Claims for Payment**

(31 U.S.C. § 3729(a)(1)(A))

All Defendants

804. Humana reasserts its responses and answers to Paragraphs 1 through 803 as if fully set forth herein.

805. Humana denies the allegations in Paragraph 805.

806. Humana denies the allegations in Paragraph 806.

807. Humana denies the allegations in Paragraph 807.

808. Humana denies the allegations in Paragraph 808.

809. Humana denies the allegations in Paragraph 809.

810. Humana denies the allegations in Paragraph 810.

811. Humana denies the allegations in Paragraph 811.

812. Humana denies the allegations in Paragraph 812.

813. Humana denies the allegations in Paragraph 813.

814. Humana denies the allegations in Paragraph 814.

815. Humana denies the allegations in Paragraph 815.

COUNT III

**Violation of the False Claims Act:
Presentation, or Causing Presentation, of False or Fraudulent Claims for Payment**

(31 U.S.C. § 3729(a)(1)(A))

Humana, Aetna, CVS Health, and the Defendant Brokers

816. Humana reasserts its responses and answers to Paragraphs 1 through 815 as if fully set forth herein.

817. Humana denies the allegations in Paragraph 817.

818. Humana denies the allegations in Paragraph 818.

819. Humana denies the allegations in Paragraph 819.

820. Humana denies the allegations in Paragraph 820.

821. Humana denies the allegations in Paragraph 821.

822. Humana denies the allegations in Paragraph 822.

823. Humana denies the allegations in Paragraph 823.

824. Humana denies the allegations in Paragraph 824.

825. Humana denies the allegations in Paragraph 825.

826. Humana denies the allegations in Paragraph 826.

827. Humana denies the allegations in Paragraph 827.

COUNT IV

**Violation of the False Claims Act:
False Records or Statements Material to False or Fraudulent Claims**

(31 U.S.C. § 3729(a)(1)(B))

All Defendants

828. Humana reasserts its responses and answers to Paragraphs 1 through 827 as if fully set forth herein.

829. Humana denies the allegations in Paragraph 829.

830. Humana denies the allegations in Paragraph 830.

831. Humana denies the allegations in Paragraph 831.

832. Humana denies the allegations in Paragraph 832.

833. Humana denies the allegations in Paragraph 833.

834. Humana denies the allegations in Paragraph 834.

835. Humana denies the allegations in Paragraph 835.

836. Humana denies the allegations in Paragraph 836.

837. Humana denies the allegations in Paragraph 837.

838. Humana denies the allegations in Paragraph 838.

839. Humana denies the allegations in Paragraph 839.

COUNT V

**Violation of the False Claims Act:
False Records or Statements Material to False or Fraudulent Claims**

(31 U.S.C. § 3729(a)(1)(B))

Humana, Aetna, CVS Health, and the Defendant Brokers

840. Humana reasserts its responses and answers to Paragraphs 1 through 839 as if fully set forth herein.

- 841. Humana denies the allegations in Paragraph 841.
- 842. Humana denies the allegations in Paragraph 842.
- 843. Humana denies the allegations in Paragraph 843.
- 844. Humana denies the allegations in Paragraph 844.
- 845. Humana denies the allegations in Paragraph 845.
- 846. Humana denies the allegations in Paragraph 846.
- 847. Humana denies the allegations in Paragraph 847.
- 848. Humana denies the allegations in Paragraph 848.
- 849. Humana denies the allegations in Paragraph 849.
- 850. Humana denies the allegations in Paragraph 850.
- 851. Humana denies the allegations in Paragraph 851.
- 852. Humana denies the allegations in Paragraph 852.

COUNT VI

**Violation of the False Claims Act:
Conspiracy to Violate 31 U.S.C. §§ 3729(a)(1)(A) and 3729(a)(1)(B)**

(31 U.S.C. § 3729(a)(1)(C))

All Defendants

853. Humana reasserts its responses and answers to Paragraphs 1 through 852 as if fully set forth herein.

- 854. Humana denies the allegations in Paragraph 854.
- 855. Humana denies the allegations in Paragraph 855.
- 856. Humana denies the allegations in Paragraph 856.
- 857. Humana denies the allegations in Paragraph 857.

COUNT VII

**Violation of the False Claims Act:
Conspiracy to Violate 31 U.S.C. §§ 3729(a)(1)(A) and 3729(a)(1)(B)**

(31 U.S.C. § 3729(a)(1)(C))

Humana, Aetna, CVS Health, and the Defendant Brokers

858. Humana reasserts its responses and answers to Paragraphs 1 through 857 as if fully set forth herein.

859. Humana denies the allegations in Paragraph 859.

860. Humana denies the allegations in Paragraph 860.

861. Humana denies the allegations in Paragraph 861.

COUNT VIII

Unjust Enrichment

All Defendants

862. Pursuant to the Court's Order on March 25, 2026 (DKT. No. 147), Count VIII has been dismissed and therefore no response to Paragraph 862 is necessary.

863. Pursuant to the Court's Order on March 25, 2026 (DKT. No. 147), Count VIII has been dismissed and therefore no response to this allegation is necessary.

864. Pursuant to the Court's Order on March 25, 2026 (DKT. No. 147), Count VIII has been dismissed and therefore no response to this allegation is necessary.

865. Pursuant to the Court's Order on March 25, 2026 (DKT. No. 147), Count VIII has been dismissed and therefore no response to this allegation is necessary.

866. Pursuant to the Court's Order on March 25, 2026 (DKT. No. 147), Count VIII has been dismissed and therefore no response to this allegation is necessary.

VIII. ADDITIONAL EXPRESS DENIAL

Unless expressly admitted herein, each and every allegation in the Complaint is hereby denied.

IX. PRAYER FOR RELIEF

Humana denies that the Government is entitled to any relief whatsoever, including the relief set forth in Paragraphs (a) through (h) of the Prayer for relief.

X. DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Humana hereby demands a trial by jury on all issues so triable.

AFFIRMATIVE AND/OR ADDITIONAL DEFENSES

By alleging the matters set forth in these Affirmative Defenses/Additional Defenses, Humana does not allege or admit that it bears the burden of proof and/or persuasion with respect to any of these matters. Humana's investigation is continuing and it reserves the right to assert such additional affirmative defenses as may be appropriate based on additional information obtained through discovery or otherwise.

FIRST AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because of its failure to state a claim upon which relief can be granted as required by the Federal Rules of Civil Procedure.

SECOND AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because the Complaint does not comply with Rule 9(b) of the Federal Rules of Civil Procedure.

THIRD AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred because Humana did not violate the False Claims Act.

FOURTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part by the absence of injury or damages.

FIFTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred to the extent that the standards of liability under the False Claims Act are unduly vague and subjective.

SIXTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part by its failure to mitigate damages by, *e.g.*, reporting any purportedly false statements to Humana or relevant government agencies through regular channels or communication or through Humana's compliance programs.

SEVENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims for damages and/or civil penalties are barred in whole or in part by the Fifth and/or Eighth Amendments to the United States Constitution.

EIGHTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because Humana's actions were undertaken in good faith and/or in reasonable reliance upon regulatory interpretations and judgments by federal employees or officials upon whom Humana was entitled to rely. Further, Humana's actions constitute lawful, proper, justified, and/or privileged conduct in accordance with the governing statutes and regulations.

NINTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because the Complaint fails to state a claim upon which relief can be granted because any alleged regulatory noncompliance alone is not sufficient to state a claim for relief under the False Claims Act.

TENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because Humana did not present or cause or proximately cause to be presented any false claim, record, or statement to the United States of America, or the alleged loss and/or damages.

ELEVENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because Humana's actions fall within regulations and guidelines established by HHS and CMS.

TWELFTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because Humana did not act with the requisite scienter.

THIRTEENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because Humana's conduct was not material to the payment of any alleged false or fraudulent claims.

FOURTEENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred, in whole or in part, to the extent that the statutes it seeks to enforce, or the damages and penalties it seeks to recover, violate Defendants' constitutional rights, including under the Appointments, Vesting, Take Care, Excessive Fines, and Due Process clauses, or any other constitutional provision.

FIFTEENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part by the doctrine of estoppel.

SIXTEENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because the Government would be unjustly enriched if allowed to recover the damages and/or penalties alleged in the Complaint.

SEVENTEENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part because of its failure to plead fraud with specificity.

EIGHTEENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred in whole or in part by government knowledge.

NINETEENTH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred, in whole or in part, by the doctrine of waiver.

TWENTIETH AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred, in whole or in part, as the occurrences referenced in the Complaint and all damages, if any, resulting therefrom were caused by the acts or omissions of third parties over whom Humana had no control.

TWENTY-FIRST AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred, in whole or in part, and any recovery should be diminished, reduced, or offset, due to the comparative and/or contributory negligence, fault, responsibility, or causation of others.

TWENTY-SECOND AFFIRMATIVE AND/OR ADDITIONAL DEFENSE

The Government's claims are barred, in whole or in part, by the applicable statute of limitations, 31 U.S.C. § 3731(b). Specifically, to the extent the Complaint alleges Anti-Kickback Statute-based violations against Humana occurring before May 1, 2019, such claims do not relate back to Relator Andrew Shea's ("Relator") November 2, 2021, qui tam complaint and are barred by the six-year statute of limitations under 31 U.S.C. § 3731(b)(1). To the extent the Complaint alleges anti-discrimination-based violations against Humana occurring before May 1, 2019, such claims likewise do not relate back to Relator's complaint and are similarly barred by the six-year statute of limitations under 31 U.S.C. § 3731(b)(1). All of the Government's claims are further barred by the three-year statute of limitations under 31 U.S.C. § 3731(b)(2) because the Government was on sufficient notice of the facts material to its right of action more than three years before filing its Complaint. The Government had actual or constructive notice of the alleged conduct through, among other things, CMS oversight and auditing activities and industry-wide awareness of broker marketing payment structures in the Medicare Advantage market.

Humana hereby gives notice that it intends to rely upon such other defenses as may become available to it by operation of law or pursuant to statute or as a result of discovery within or without this proceeding, and hereby reserves the right to amend its answer accordingly and/or to present such additional defenses at trial, in accordance with applicable law, including, without limitation, the Federal Rules of Civil Procedures.

Humana respectfully requests that the Court dismiss the United States' claims with prejudice, award Humana the costs and attorneys' fees incurred by defending this action and grant other relief as it deems just and proper.

Respectfully submitted this 22nd day of May 2026.

Respectfully submitted,

/s/ Kelly H. Hibbert

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CERTIFICATE OF SERVICE

I hereby certify that on May 22nd, 2026, I electronically filed the forgoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the registered participants in this matter as identified in the Notice of Electronic Filing.

/s/ Kelly H. Hibbert

Counsel to Humana Inc.