

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 18-CV-62593-GAYLES

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

SIMPLE HEALTH PLANS LLC, et al,

Defendants.

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RECEIVER'S FOURTH INTERIM REPORT

Michael I. Goldberg, the Court-appointed receiver (the "Receiver") over Defendants Simple Health Plans LLC ("Simple Health"), Health Benefits One LLC ("HBO"), Health Center Management LLC, Innovative Customer Care LLC, Simple Insurance Lead LLC ("SIL"), Senior Benefits One LLC, and each of their subsidiaries, affiliates, and successors (collectively, the "Receivership Entities"), respectfully submits this Fourth Interim Report and states as follows:

I. Introduction and Procedural Background

Plaintiff Federal Trade Commission ("FTC") filed the above-captioned action, under seal, on October 29, 2018 against the Receivership Entities and Steven Dorfman ("Dorfman" and with the Receivership Entities, "Defendants"), under Section 13(b) of the Federal Trade Commission Act (the "FTC Act"), 15 U.S.C. § 53(b) and the Telemarketing and Consumer Fraud and Abuse Act (the "TCFAPA Act"), 15 U.S.C. §§ 6101-6108, alleging Defendants violated Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a) and the FTC's Telemarketing Sales Rule, 16 C.F.R Part 310, as amended.

A. The Temporary Restraining Order

On October 31, 2018, the Court entered an Order [ECF No. 15] Granting the FTC's Motion for Temporary Restraining Order with Asset Freeze, Appointment of a Temporary Receiver, and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue (the "TRO"). The TRO reflected the Court's finding that good cause existed to appoint a temporary receiver over the Receivership Entities, for purposes of, among other things, to take exclusive custody, control and possession of all assets of, or in the possession, custody or under the control of any Receivership Entity, wherever situated and to conserve, hold, manage and prevent the loss of all assets of the Receivership Entities and perform all acts necessary or advisable to preserve the value of those assets pending future Court orders. *See* TRO, Section XII. On November 1, 2018, the Receiver took possessions of the assets of the Receivership Entities and shut down the business operations.

The TRO scheduled a hearing to take place on November 14, 2018 at which time Defendants were to appear before the Court to show cause, if there is any, why the Court should not enter a preliminary injunction, pending final ruling on the Complaint. Upon the requests by the FTC and by Defendants, the Court continued that hearing on multiple occasions. In the interim, the Court extended the asset freeze and other restrictions set forth in the TRO. On March 4, 2019, Dorfman filed a Notice of Appeal of the TRO [ECF No. 85]. Dorfman also filed an Emergency Motion (I) Seeking Confirmation That the Scheduling Order Is Abated Pending Resolution of the Appeal; (II) To Stay the Proceeding Pending Resolution of the Appeal; or (III) To Expedite Status Conference, dated March 13, 2019 [ECF No. 94]. The Court entered an Order [ECF No. 100] denying the motion. On April 16, 2019, the Eleventh Circuit Court of Appeals dismissed the appeal for lack of jurisdiction. [ECF No. 129].

B. The Preliminary Injunction

On April 16, 2019, the Court held an evidentiary show cause hearing on the FTC's request for preliminary injunctive relief. After hearing testimony and reviewing documentary evidence, the Court made findings, including the following:

The record clearly reflects a continued need for the Receiver in this action to preserve assets and maintain the status quo. The Receiver is also necessary to determine the full extent of Defendants' deceptive practices, identify the victims of Defendants' scheme, and prevent further fraudulent practices during the pendency of the preliminary injunction ... The record supports a preliminary finding that Defendants devised a fraudulent scheme to use consumer funds to enrich themselves. Accordingly, the Court finds that a preliminary injunction is necessary to maintain the status quo pending a trial on the merits.

See Preliminary Injunction [ECF No. 139] at 24. Dorfman immediately filed a Notice of Appeal [ECF No. 140], followed by an Expedited Motion to Stay Proceeding Pending Final Resolution of Appeal [ECF No. 145]. On May 31, 2019, the Court denied the stay motion by paperless order, finding that it retained jurisdiction and that Dorfman failed to establish that a stay was warranted under the applicable factors. [ECF No. 152].

On June 4, 2019, Dorfman filed a Motion to Dissolve the Preliminary Injunction [ECF No. 157], which the Court denied on July 10, 2019 [ECF No. 183]. The Court disagreed with Dorfman's argument that the Court must dissolve the Preliminary Injunction because the FTC did not initiate an administrative proceeding within twenty days after issuance of the Temporary Restraining Order. The Court relied upon then-established Eleventh Circuit precedent, that the FTC may obtain preliminary injunctive relief while pursuing a permanent injunction in a federal district court action brought pursuant to Section 13(b) of the FTC Act. *See FTC v. U.S. Oil & Gas Corp.*, 748 F.2d 1431, 1434 (11th Cir. 1984) (rejecting defendant's argument that the preliminary injunction had to be dissolved because the FTC did not bring an administrative action within twenty days of the issuance of the temporary restraining order). Again, Dorfman filed a Notice of

Appeal [ECF No. 200] of the Court’s decision. On February 5, 2020 the Eleventh Circuit Court of Appeals affirmed the Preliminary Injunction. *See F.T.C. v. Simple Health Plans LLC*, 801 F. App’x 685 (11th Cir. Feb. 5, 2020).

Thereafter, on April 22, 2021, the Supreme Court entered its decision in *AMG Capital Management v. FTC*, 141 S.Ct. 1341 (2021), upending some four decades of reliance by the FTC on Section 13(b) as one of its bases to seek restitution or disgorgement. As the Supreme Court framed the issue, “The question presented is whether this statutory language [in Section 13(b) authorizing a ‘permanent injunction’] authorizes the Commission to seek, and a court to award, equitable monetary relief such as restitution or disgorgement.” *Id.* at 1344 (emphasis added). The Court “conclude[d] that it does not.” *Id.*

That very day, Dorman filed his Emergency Motion To Dissolve Preliminary Injunction [ECF No. 418], which was followed by with the Notices of Supplemental Authority [ECF Nos. 421, 422, and 435] (collectively, the “Motion to Dissolve”). The FTC responded in opposition [ECF No. 424] as did the Receiver [ECF Nos. 425 and 429] (collectively, the “Responses in Opposition”); Dorfman then filed his Consolidated Reply in Support of Emergency Motion to Dissolve Preliminary Injunction [ECF No. 427]. The Court conducted a hearing on the Motion to Dissolve on May 14, 2021. On May 27, 2021, the Court entered an order directing supplemental briefing on the Emergency Motion to Dismiss [ECF No. 430]. Specifically, the Court ordered the parties to brief whether: (1) in *Federal Trade Commission v. AMG Capital Management, LLC*, the FTC alleged the violation of any rules promulgated under 15 U.S.C. §57a; (2) any briefing or oral argument before the Supreme Court in *AMG* discussed a distinction between actions brought pursuant to §19a(1) and §19a(2) of the Federal Trade Commission Act, 15 U.S.C. §57b(a)(1) and 15 U.S.C. §57b(a)(2); and (3) a violation of the Telemarketing Sales Rule, 16 C.F.R. Part 310,

alone, is sufficient to warrant injunctive relief. The Receiver's response to the Order is ECF No. 432, the FTC's response is ECF No. 433, and Dorfman's response is ECF No. 434. The parties have also filed several notices of supplemental authority and responses to notices. [ECF Nos. 435-437].

On September 5, 2021, the Court entered an Order denying Dorfman's Motion to Dissolve and finding that, based upon its review of the Supreme Court's holding in *AMG*, the plain language of FTC Act and the TCFAPA, and the allegations in the original Complaint, the Court had the requisite authority under § 19 of the FTC Act to issue the Preliminary Injunction, order the asset freeze, and appoint the Receiver. [ECF No. 446]. The Court also found that the FTC continues to possess a likelihood of success on the merits on its § 5 and TSR claims¹ against the Defendants, and that the Preliminary Injunction is necessary to protect consumers, preserve assets for consumer redress, and maintain the status quo. *Id.*

On September 10, 2021, Dorfman filed an interlocutory appeal of the Court's Order denying his Motion to Dissolve. *See* Notice of Interlocutory Appeal [ECF No. 453]. Shortly thereafter, on September 13, 2021, the Court entered a paperless order staying the case for thirty (30) days pending Dorfman's interlocutory appeal. [ECF No. 454]. On October 29, 2021, the Court entered a paperless Order [ECF No. 461] staying the case pending Dorfman's interlocutory appeal. On June 30, 2022, the Court entered a paperless Order [ECF No. 464] administratively closing this case pending a resolution of Dorfman's interlocutory appeal. On January 27, 2023, the Eleventh Circuit affirmed this Court's order upholding the preliminary injunction. *See FTC v. Simple Health Plans, LLC*, 58 F.4th 1322 (11th Cir. 2023).

¹ The TSR implements the TCFAPA. See 16 C.F.R. 310.1.

C. The Operative Complaint, Pending Dispositive Motions and Trial

On September 30, 2019, the FTC filed a Motion for Leave to File Amended Complaint [ECF No. 213]. According to the FTC, since filing its Complaint, the FTC identified an additional individual, Candida L. Girouard (“Girouard”), who had the authority to control Defendants’ common enterprise, participated directly in the illegal conduct at issue in this case, and had actual or constructive knowledge of the unlawful acts. Girouard served as the Chief Compliance Officer for the Corporate Defendants and a trusted advisor to Dorfman. New evidence gathered since the filing of the FTC’s initial pleading shows that Girouard played an integral role in Defendants’ telemarketing scam. *See id.* Among other things, she drafted the facially misleading sales and customer service scripts used to deceive consumers, supervised a sham compliance team that monitored sales calls for adherence to these scripts, and served as Defendants’ main point of contact in deflecting complaints, investigations, and other inquiries from carriers and regulators. *See id.* The Court authorized the amendment and, on November 1, 2019, Plaintiff filed its Amended Complaint [ECF No. 231]. On March 4, 2020, the FTC filed a Motion for Preliminary Injunction As to Defendant Candida Girouard [ECF No. 275], which was granted on April 2, 2020. [ECF No. 280].

On December 16, 2019, Dorman and Girouard filed a Motion to Dismiss the Amended Complaint [ECF No. 252]. The Court entered an order [ECF No. 287] granting the motion, in part, and authorizing the FTC to file a Second Amended Complaint on June 15, 2020. The FTC filed its Second Amended Complaint for Permanent Injunction and Other Equitable Relief (“Second Amended Complaint”; ECF No. 289) on June 23, 2020. The Second Amended Complaint was brought by the FTC under Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing Act, 15 U.S.C. §§ 6101-6108, to obtain temporary,

preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants' acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and in violation of the FTC's Telemarketing Sales Rule, 16 C.F.R. Part 310, as amended.

On July 15, 2020, Dorman and Girouard filed a Motion to Dismiss the Second Amended Complaint [ECF No. 307]. The Court entered a paperless order [ECF No. 338] denying the motion on October 19, 2020; Dorfman filed his Answer [ECF No. 346] on November 11, 2020. On January 11, 2021, the Receiver filed an Answer on behalf of the Receivership Entities [ECF No. 373].

On January 15, 2021, the FTC filed a Motion for Summary Judgment [ECF No. 374] and a Motion for Judgment on the Pleadings with Respect to Dorfman's Defenses [ECF No. 378]. Also on January 15, 2021, Dorfman filed his own Motion for Summary Judgment [ECF No. 379]. The motions are fully briefed, and remain under consideration as of the filing of this Status Report.

On March 24, 2021, the Court entered a Paperless Order [ECF No. 410] resetting the jury trial for November 8, 2021, and resetting all pretrial deadlines accordingly. On October 29, 2021, the Court entered a paperless Order [ECF No. 461] staying this matter pending Dorfman's interlocutory appeal. On June 30, 2022, the Court entered a paperless order administratively closing this action pending a resolution of the interlocutory appeal. On January 27, 2023, the Eleventh Circuit affirmed this Court's order upholding the preliminary injunction, and on January 31, 2023, the FTC moved to lift the stay in this Court [ECF No. 467].

On February 2, 2023, Dorfman's counsel filed a Motion for Leave to Withdraw as Counsel [ECF No. 469], which was granted by the Court on February 5, 2023 [ECF No. 470] and gave Dorfman until March 8, 2023 to retain new counsel.

On March 15, 2023, Dorfman filed a Motion to Stay [ECF No. 472] pending resolution of a parallel criminal case against him in the Southern District of Illinois, which was denied by this Court on the same day [ECF No. 473].

On March 21, 2023, a mandate was issued by the Eleventh Circuit, fully returning the case to this Court. On March 23, 2023, the Court entered a paperless order staying the case for sixty (60) days pending the Court's resolution of the FTC's and Dorfman's motions for summary judgment. On June 30, 2023, the Court removed the case from the September 25, 2023 trial calendar and informed the parties that a new trial date would be set after a ruling on the pending motions. [ECF No. 48x (no docket number assigned, but following ECF No. 480)].

II. The Receivership Entities' Business Operations

As more fully described in the Receiver's Initial Report and the Preliminary Injunction, the Corporate Defendants, operating under the umbrella name of Simple Health, were a network of companies structured to influence consumers at every step of the sales process for the purchase of health insurance to cover medical expenses. Preliminary Injunction at 5. Through the evidence presented at the injunction hearing, the FTC and the Receiver provided the Court with a well-documented account of a classic bait and switch scheme—aided by rigged internet searches, deceptive sales scripts, and predatory practice. *Id.* at 1. Though consumers believed they were purchasing comprehensive health insurance coverage, Defendants sold them practically worthless limited indemnity or discount plans. *Id.* While Defendants, under the control of Dorfman, profited from their scheme, consumers were left with inadequate health coverage and devastating medical bills. *Id.* To effectuate their bait and switch scheme, Defendants led consumers to believe they were receiving comprehensive health insurance when, in fact, they received limited indemnity plans or discount memberships. *Id.* at 3. Defendant Simple Health has no independent operations

and was only formed to protect the name under which the other entities worked. *Id.* at 4. SIL operated to generate leads—potential customers—who are looking for health insurance. *Id.* HBO was a seller of, among other things, limited medical indemnity policies. *Id.* SBO sold Medicare products to consumers. *Id.* ICC was the customer service arm of the enterprise. *Id.* HCM held 100% of the interest in Simple Health, SIL, HBO, SBO, and ICC. *Id.* Until the Receiver was appointed, Dorfman was the CEO of each of the Corporate Defendants. *Id.* at 5. In addition, Dorfman owned 99% of the membership interests in HCM. *Id.*

Defendants’ bait and switch scheme typically began when a consumer seeking health insurance coverage turned to the internet to research their options. *Id.* SIL, Defendants’ lead generator, paid Google to ensure that when specific “AdWords” were used in an online search, consumers would be directed to SIL’s lead generation websites. *Id.* As a result, when consumers seeking comprehensive health coverage searched Google using words such as “Obama Care” or “Obama Care Insurance,” they were directed to a long list of SIL-controlled websites. *Id.* In other instances, Defendants’ affiliate marketers would disseminate links to Defendants’ websites to consumers via email or text messages. *Id.* Defendants controlled approximately 129 lead generating websites. *Id.* These websites were laden with false and misleading information designed to trick consumers into believing Defendants were selling ACA-qualified and/or comprehensive health insurance. *Id.*

After receiving a lead, an HBO salesperson would contact the potential customer. *Id.* at page 6. Defendants directed their salespeople to follow scripts—created in part and approved by Dorfman—at all times during the customer calls. *Id.* Like the websites, Defendants designed the scripts “to give consumers the impression that the coverage provided by Simple Health’s limited benefit plan was equal to, if not better than, major medical insurance.” *Id.* at 6-7. Customers who

contacted Defendants with complaints or concerns about coverage were often subjected to additional misrepresentations and delay tactics. *Id.* at 7. Defendants trained their customer service representative to make every attempt to “save” the customer. *Id.* at 8.

Defendants’ income was primarily derived from commissions for enrolling customers in Health Insurance Innovations’ (“HII”) limited benefit insurance plans. *Id.* at 11. From 2014 through approximately October 2018, HII paid approximately \$180 million in commissions to HBO which HBO then distributed to the other receivership entities. *Id.* At the time the Receiver filed his First Interim Report, approximately \$3,186,655 had been frozen from the Corporate Defendants’ accounts pursuant to the TRO. *Id.* Now, the Receiver holds approximately \$28.9 million in his receivership bank account.

III. Steps Taken by the Receiver to Implement the TRO and PI

A. Leasehold interests

The Defendants operated their businesses at three locations: their main office in Hollywood, Florida (the “Hollywood Office”); a call center located in Doral, Florida (“Doral”); and a call center located in Dallas, Texas. The Defendants also used a warehouse in Pompano Beach, Florida. As of the Receiver’s appointment, he shut down the operations of the Defendants, including the Doral call center. The Receiver discovered that the Receivership Entities were tenants under two sub-leases in Dallas, Texas, but were not using either office. Since the Receivership Entities had no use for these leaseholds, on May 22, 2019, the Receiver filed a Motion for Authority to Cancel Certain Non-Residential Real Property Leases [ECF No. 143]. The motion included the Dallas sub-leases, Doral and the Pompano Beach Warehouse. Over Dorfman’s objection (stating the requested relief was premature) [ECF No. 158], the Court entered an Order authorizing the Receiver to cancel these leases. *See* ECF No. 161. Soon thereafter, the

Receiver abandoned any interest in the personal property remaining on those premises. *See* ECF No. 169.

The Receiver excluded the Hollywood Office from the motion because the Receiver intended on holding an auction of the personal property located at the Hollywood Office. The Receiver had commissioned an appraisal of the personal property and it is estimated that the current market value of the property was approximately \$134,650. Although the Receiver expected the liquidated value of the personal property to be significantly less, the Receiver believed there was sufficient value in the personal property to warrant a sale of the personal property for the benefit of the creditors of the Receivership. On July 3, 2019, the Receiver filed a Motion for Authority (I) to Cancel Non-Residential Real Property Lease at Oakwood Business Center in Hollywood, Florida Effective August 1, 2019 or Upon Completion of Auction of Personal Property, Whichever Is Later and (II) to Auction Personal Property and Abandon Remaining Items [ECF No. 178]. The Court entered an Order approving the Receiver's motion. *See* ECF No. 195. The auction took place on September 16, 2019 and recovered the sum of \$86,431.23 for the benefit of the receivership estate. Thereafter, the Hollywood office premises were turned over to the landlord.

B. The Defendants' Bank Accounts

Immediately upon his appointment, the Receiver and his professionals, in coordination with the FTC, took steps to secure all knowns bank and brokerage accounts of Defendants pursuant to the TRO. At the time the Receiver filed his First Interim Report [ECF No. 122], approximately \$3,186,655 had been frozen from Defendants' accounts. *See* Exhibit B attached to the Receiver's First Interim Report for a list of the frozen accounts.

On or about November 26, 2018, the Receiver received a letter advising that Health Benefits One owned two (2) brokerage accounts and one (1) premier credit line at UBS. As of June 30, 2019, one brokerage had a total account value of \$2,387,277.63 and the other brokerage account had a total account value of \$2,682,873.53. The premier credit line had a loan balance of \$2,959,864.57. One of the brokerage accounts had been pledged as security against the premier credit line. Given that the outstanding loan balance exceeds the value of the account, the Receiver sought authority from the Court to liquidate the brokerage accounts to must include additional monies to satisfy the outstanding obligation [ECF No. 179]. On August 5, 2019, the Court entered an Order [ECF No. 196] authorizing the Receiver to liquidate the brokerage accounts and in conjunction with the liquidation, to repay the balance owing on the premier credit line. The Receiver liquidated the brokerage accounts and paid off the loan. At present, the Receiver holds approximately \$28.9 million in cash.

C. Non-Business-Related Assets

The Receiver has identified the below non-business-related assets, *i.e.*, assets not used in the operation of the Receivership Entities' businesses, but nevertheless paid for with funds from the Receivership Entities' bank accounts. In light of the mandate issued by the Eleventh Circuit, fully returning the case to this Court and expiration of the order staying the case for sixty (60) days pending the Court's resolution of the FTC's and Dorfman's motions for summary judgment, the Receiver intends to proceed with his liquidation plans to sell these assets through avenues that best capture the true and proper value of all such assets for the benefit of the receivership estate.

i. Automobiles

Upon his appointment, the Receiver, with Dorfman's cooperation, took control of three automobiles all titled in the name of the Receivership Entities: (i) a 2013 Land Rover Range

Rover; (ii) a 2012 Lamborghini Aventador, and (iii) a 2015 Rolls-Royce Wraith. The Receiver secured these vehicles in an air conditioned, secure storage facility in Fort Lauderdale. The Receiver later learned that the Lamborghini was leased, and in his business judgment, determined that the lease should be terminated to avoid unnecessarily continuing to incur large monthly lease payments. The Receiver reached agreements with the leasing company to return the vehicle in return for the leasing company waiving any deficiency. The Receiver filed a motion with the Court to terminate the lease of the Lamborghini [ECF No. 70]. On February 21 2019, the Court granted the motion [ECF No. 82] and the Receiver returned the Lamborghini to the leasing company.

On March 25, 2021, the Receiver filed a Motion for Authority to Enter into Auction Consignment Agreement with RM Sotheby's to Sell Health Benefits One LLC's Right, Title, and Interest in 2015 Rolls-Royce Wraith and 2013 Land Range Rover Automobiles and Incorporated Memorandum of Law [ECF No. 412]. On April 13, 2021, an Order [ECF No. 417] was entered granting the motion. The Receiver has not yet auctioned the vehicles due to the pending appeal and stay. In light of the mandate issued by the Eleventh Circuit and expiration of the order staying the case for sixty (60) days, the Receiver intends to proceed with the auctions to sell the automobiles in accordance with the Auction Consignment Agreement with RM Sotheby's to capture the true and proper value of the automobiles.

ii. Jewelry

Upon his appointment, the Receiver worked with Dorfman and his counsel to obtain the turnover of the jewelry listed in the TRO. Dorfman was cooperative, and through his counsel, delivered 13 pieces of jewelry to the Receiver, including all of the items listed in the TRO. Exhibit C to the Receiver's First Interim Report is a list of the jewelry and photos. In light of the mandate issued by the Eleventh Circuit and expiration of the order staying the case for sixty (60)

days, the Receiver intends to proceed with the sale of the jewelry because he believes the sale will be the most beneficial course of action. Pending the sale, the Receiver continues to maintain the jewelry in a secured vault.

iii. Sports Memorabilia

The Receiver discovered an extensive sports memorabilia collection in Dorfman's office at the time of his appointment. There appear to be numerous notable pieces, which are itemized on pages 22 through 24 of the Receiver's Inventory of the Hollywood office attached as part of Composite Exhibit A to the Receiver's First Interim Report. In light of the mandate issued by the Eleventh Circuit and expiration of the order staying the case for sixty (60) days, the Receiver intends to proceed with the sale of the memorabilia because he believes the sale will be the most beneficial course of action. Pending the sale, the memorabilia will remain secured by the Receiver.

iv. Real Property

To the best of the Receiver's knowledge, Dorfman does not own any real property in Florida. The only real property the Receiver is aware of that Dorfman has an interest in is an expensive, undeveloped residential lot located in Las Vegas, Nevada. Dorfman paid \$2,900,000 for this lot in May 2018, financing the purchase price by taking out a margin loan against securities held in the Receivership Entities' account at UBS. The Receiver satisfied this loan. The Receiver has filed the TRO in the chain of title to the Las Vegas property to prevent it from being transferred pending further order of the Court. The Receiver obtained an appraisal of the real property and commenced the process of soliciting offers prior to the issuance of the Supreme Court's opinion in *AMG Capital Management v. FTC* and Dorfman's appeal. In light of the mandate issued by the Eleventh Circuit and expiration of the order staying the case for sixty (60) days, the Receiver intends to proceed with the sale of the real property located in Las Vegas, Nevada, with the Court's

approval, by entering into a listing agreement with a reputable and experienced listing agent. The Receiver has identified a reputable and experienced listing agent and on October 2, 2023, the Receiver filed a Motion for Authorization to Enter into an Exclusive Listing Agreement for the Sale of 1709 Enclave Court, Las Vegas, Nevada, and Incorporated Memorandum of Law [ECF No. 482]. Pending the sale, the Receiver will continue to preserve and maintain the value of the real property for the benefit of the receivership estate.

III. Miscellaneous

A. Shutting Down the Business

i. Websites and Social Media Pages

Simple Health maintained a public-facing website, www.simplehealthplans.com, along with approximately 129 third-party lead generation websites, discussed above. Each of these domains was operated through a single account with GoDaddy.com that was owned and controlled by Dorfman. The Receiver now controls the GoDaddy.com account, pursuant to the TRO. The Receiver continues to direct the public-facing web address along with all of the third-party lead generation websites to the Receiver's website: www.simplehealthreceivership.com.

ii. Securing ESI

The Receiver has secured all of Simple Health's electronic records and has also produced copies of those records to Dorfman's attorneys in response to their requests. To accomplish this task, the Receiver retained the services of two of Simple Health's former IT employees. The Receiver secured, among other things, Simple Health's accounting and payroll records, employee files, and all of the data associated with the company's primary business operations. In addition to maintaining Simple Health's internal records, the Receiver is responsible for all of the cloud-based services previously utilized by Simple Health. These services include web hosting provided

by Amazon and Simple Health's use of SalesForce.com to store customer data and call recordings. SalesForce.com is particularly important because this service was utilized by Simple Health to store information related to the company's interaction with its customers pre- and post-sale. The Receiver has renegotiated the terms of Simple Health's license with SalesForce.com and has retained access to all of the historical information stored in the database. The Receiver has also made efforts to retain the services of Flexential, which houses servers that are property of Simple Health and supplies IT services related to those servers.

B. Mr. Dorfman's Personal Expenses

Effective November 1, 2018, Dorfman had been allowed \$5,000 in monthly living expenses. [ECF Nos. 48 and 51] On February 13, 2020, the Court terminated Dorfman's monthly living expenses [ECF No. 273].

C. The Receivership Entities' relationship with HII

This case presents some interesting issues from a receivership perspective. More specifically, due to the nature of the product sold by the Receivership Entities, many consumers unwittingly purchased limited benefit plans rather than customary insurance policies. HII provides the Receivership Entities with, among other services, billing and premium collection services whereby HII collects monthly payments from consumers on sales made by the Receivership Entities to customers. In connection with these services, HII provides an accounting and splitting of customer payments between the carriers and the Receivership Entities. As part of this service, HII distributes earned commissions to the Receivership Entities. HII also furnishes the Receivership Entities access to its on-line platform with the ability to quote and sell various products from carriers. To that end, HII and HBO entered into a Managing General Agent Agreement ("MGAA") which permitted HBO to promote and sell various products. HII

unilaterally terminated the MGAA on November 2, 2018. Finally, HII also provides post-sale customer service in responding to customer inquiries concerning their policies. HII has continued to provide these services post-receivership.

HII and HBO also entered into a Master Commission Advance Agreement (“MCAA”) whereby HII would advance commissions to HBO prior to the commissions being earned. The agreement was designed to advance HBO money, which essentially served as a loan to be paid back from future commissions earned by HBO. To secure repayment of these advances, HBO granted HII a security interest in HBO’s future commissions and accounts receivable. HBO unilaterally terminated the MCAA on November 2, 2018.

Subsequent to the commencement of the receivership, HII claimed that it was owed \$2,684,850.91. HII unilaterally offset this sum from the payments it collected from the Receivership Entities’ customers subsequent to the receivership and the Receivership Entities no longer owe HII this sum. To date, HII collected and forwarded \$28,207,783.15 to the Receiver. The Receivership entities' relationship with HII was certainly complex and millions of dollars flowed between the companies. HII has since been renamed to Benefytt Technologies, Inc. (“Benefytt”). On May 23, 2023, Benefytt, along with seventeen (17) affiliated entities filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code. The Receiver plans to continue to further investigate the relationship while adhering to the Rules and Procedures of the United States Bankruptcy Code.

V. Recommendations

The Receiver continues to secure and maintain the assets of the Receivership Entities, analyze the finances of the Defendants and respond to inquiries from the customers, creditors and other interested parties. The Receiver anticipates taking the following actions: (i) investigate and

commence litigation against third parties; (ii) continue to review transfers of the individual partnership funds and seek to recover funds which were fraudulently transferred; (iii) respond to inquiries from investors, creditors, government officials and interested parties; administer estate assets and work with federal authorities investigating the pre-receivership affairs. The Receiver will continue to provide periodic updates to the Court as the case commences.

Dated: October 4, 2023

Respectfully submitted,

/s/ Michael I. Goldberg
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Court-Appointed Receiver

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on this October 4, 2023 via the Court's notice of electronic filing on all CM/ECF registered users entitled to notice in this case and posted on the Receiver's website www.simplehealthreceivership.com.

By: s/ Michael I. Goldberg
Michael I. Goldberg, Esq.