
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 1, 2025

GoHealth, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-39390
(Commission File Number)

85-0563805
(I.R.S. Employer Identification No.)

222 W Merchandise Mart Plaza Suite 1750
Chicago, Illinois
(Address of principal executive offices)

60654
(Zip Code)

(312) 386-8200
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)).
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0001 par value per share	GOCO	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 1, 2025, GoHealth, Inc. (the "Company") and Vijay Kotte, the Company's Chief Executive Officer and a member of the Board of Directors of the Company (the "Board"), entered into a First Amendment (the "Amendment") to the Employment Agreement, by and among the Company, GoHealth Holdings, LLC, and Mr. Kotte, dated as of June 3, 2022 (the "Employment Agreement"). The Amendment modifies the Employment Agreement to (i) extend the term of the Employment Agreement for a period of three years from April 1, 2025, (ii) set Mr. Kotte's annual base salary at \$1,000,000 per year, and (iii) beginning with the fiscal year 2025, provide that Mr. Kotte will be eligible for an annual grant under the Company's 2020 Incentive Award Plan (the "2020 Plan") (or another equity plan adopted by the Company) with a target grant value of no less than \$3,000,000, as determined by the Board or the Compensation Committee of the Board, in its sole discretion, with a 2025 annual grant of restricted stock units equal to \$5,000,000, with the number of shares subject to the 2025 annual grant determined by the closing price of the Company's stock on April 1, 2025 and issued in two parts: (a) a restricted stock unit award with respect to 185,000 shares of Company stock, with a grant date of April 1, 2025, and (b) a restricted stock unit award in an amount necessary to equal \$5,000,000 (when subtracting the value of the 185,000 restricted stock units issued on April 1, 2025), with a grant date on or around July 1, 2025, subject to approval of an increase in the available shares under the 2020 Plan at the Company's 2025 Annual Meeting of Stockholders. Each such grant will be subject to a standard three year vesting period, conditioned on Mr. Kotte's continued employment with the Company. In addition, the Amendment also extends the severance benefits currently payable under the Employment Agreement to a termination of Mr. Kotte's employment due to death. Finally, the Amendment specifies that the Change in Control definition which governs the vesting of certain of Mr. Kotte's equity awards will include a transaction in which the Company's common stock ceases to be publicly-traded.

Also, on April 1, 2025, the Company and Mr. Kotte entered into a Letter Agreement (the "Letter Agreement"), which provides for a grant of 500,000 restricted stock units under the 2020 Plan to be issued to Mr. Kotte within 30 days following the entry into the Letter Agreement, which vests 100% on the grant date, subject to Mr. Kotte's continued employment as Chief Executive Officer of the Company through such date and the Company's standard form of restricted stock unit agreement, and a \$3,000,000 cash payment, with 50% to be paid within 30 days following the execution of the Letter Agreement and the remaining 50% to be paid within 30 days following January 31, 2026, subject in each case, to Mr. Kotte's continued employment or service with the Company through the applicable payment date and, in the case of the second cash retention payment, the Company's achievement of a specified performance goal (the restricted stock unit award and cash payments under the Letter Agreement, the "Retention Award"). In the event Mr. Kotte's employment as Chief Executive Officer of the Company is terminated prior to the three-year anniversary of the Letter Agreement for any reason other than (i) a termination by the Company without "Cause" or due to "Disability" (each as defined in the Employment Agreement), (ii) resignation for "Good Reason" (as defined in the Employment Agreement), or (c) death, then Mr. Kotte will be required to repay a pro-rata portion of the Retention Award he received, pro-rated based on the number of days he served during such three-year period and with the portion of the Retention Award attributable to the restricted stock units based on the fair market value of the underlying shares as of the date of such termination of employment.

Item 9.01. Financial Statements and Exhibits.

The following exhibits are included herewith:

Exhibit Number	Description
10.1	First Amendment to Employment Agreement, dated as of April 1, 2025, by and among Vijay Kotte, GoHealth, Inc. and GoHealth Holdings, LLC
10.2	Letter Agreement, dated as of April 1, 2025, by and among Vijay Kotte and GoHealth, Inc.
104	Cover Page Interactive Data File (formatted as inline XBRL)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GOHEALTH, INC.

Date: April 7, 2025

By: /s/ Bradley M. Burd

Bradley M. Burd
Chief Legal Officer

**FIRST AMENDMENT
TO EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") by and between GoHealth, Inc., a Delaware corporation ("GoHealth"), and GoHealth Holdings, LLC, a Delaware limited liability company (the "Partnership" and, together with GoHealth and any of the affiliates of GoHealth and the Partnership as may employ the Executive from time to time, and any successor(s) thereto, the "Company") and Vijay Kotte (the "Executive") is made and entered into as of April 1, 2025 (the "Amendment Effective Date").

W I T N E S S E T H:

WHEREAS, Company and Executive entered into an Employment Agreement, dated as of June 3, 2022 (the "Employment Agreement");

WHEREAS, Company and Executive desire to amend the Employment Agreement upon the terms and conditions set forth herein, effective as of the Amendment Effective Date; and

WHEREAS, except as expressly amended below, the Employment Agreement shall continue in full force and effect, and any capitalized terms used herein that are not defined shall have the meaning ascribed to them in the Employment Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. Section 1(g) is hereby amended to read as follows:

(g) "Change of Control" shall (i) have the meaning set forth in the 2020 Incentive Award Plan of the Company, as amended from time to time and (ii) include any transaction in which the Common Stock ceases to be traded on a national securities exchange as a result of any transaction in which a "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) directly or indirectly acquires beneficial ownership (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of securities of the Company such that following such acquisition, such person or group of persons possess 100% of the total combined voting power of the Company's securities outstanding immediately after such acquisition, whether or not such person or group of persons owned more than 50% of the total combined voting power of the Company's securities outstanding immediately prior to such transaction.

2. The first sentence of Section 2(b) is hereby amended to read as follows:

(b) Term of Employment. The initial term of employment under this Agreement, as amended (the "Initial Term"), shall be for the period beginning on the Amendment Effective Date and ending on the third anniversary thereof, unless earlier terminated pursuant to Section 4.

3. Section 3(a) is hereby amended to read as follows:
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(a) Annual Base Salary. During the Term, the Executive shall receive a base salary at a rate of \$1,000,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company, subject to review by the Board or the Compensation Committee thereof in its sole discretion (the “Annual Base Salary”).

4. Section 3(c)(ii) is hereby amended to read as follows:

(b) Each fiscal year during the Term, beginning with the fiscal year 2025, the Executive shall receive an annual grant under the Company’s 2020 Incentive Award Plan (or another equity award plan adopted by the Company) with a target amount having a value on the grant date equal to no less than \$3,000,000 as determined by the Board or the Compensation Committee thereof in its sole discretion (each such aggregate annual grant, an “Annual Award”) and, together with the Initial Award, the “Equity Awards”). The 2025 grant will be an RSU award equal to \$5,000,000, as determined by the closing stock price on April 1, 2025, with the award issued in two parts, as detailed below:

(i) 185,000 RSU shares issued with a grant date of April 1, 2025 and a standard three-year vesting period conditioned on the Executive’s continued employment with Company as well as all other standard conditions consistent with this Employment Agreement and the 2020 Incentive Award Plan; and

(ii) The remaining RSU shares necessary to equal a \$5,000,000 award (as determined by the closing stock price on April 1, 2025) with a grant date on or around July 1, 2025 and a standard three-year vesting period conditioned on the Executive’s continued employment with Company as well as all other standard conditions consistent with this Employment Agreement and the 2020 Incentive Award Plan and further conditioned on Shareholder approval at the Company’s 2025 Annual Shareholder Meeting and the necessary regulatory filings being completed.

5. Section 5(b) is hereby amended to read as follows:

(b) Severance Payments. In the event of the Executive’s termination of employment by the Company without Cause pursuant to Section 4(a)(iv), by the Executive for Good Reason pursuant to Section 4(a)(v), or due to Death pursuant to Section 4(i) (in which case any references to the Executive herein shall be deemed to include the Executive’s estate), the Company shall, subject to Section 5(c) and Section 21 and subject to the Executive’s execution and non-revocation of a waiver and release of claims agreement in the Company’s customary form (a “Release”) as of the Release expiration date, in accordance with Section 21(c):

(i) Continue to pay the Executive's Annual Base Salary during the period beginning on the Date of Termination and ending on the two (2) year anniversary of the Date of Termination (the “Severance Period”) in accordance with the Company's regular payroll practice as of the Date of Termination; and

(ii) Pay (A) the Annual Bonus for any completed fiscal year as of the Date of Termination that has not yet been paid as of the Date of Termination, if

any, and (B) the product of (I) two (2), *multiplied* by (II) a pro-rated portion of the Annual Bonus for the year in which the Date of Termination occurs, with such proration being based on the number of full months for which the Executive was employed during such year prior to such Date of Termination. The bonuses described in this Section 5(b)(ii) shall be payable, to the extent earned, on, or at such date as is determined by the Board within 120 days following, the last day of the fiscal year with respect to which it relates, as set forth in Section 3(b).

(iii) During the Severance Period, if the Executive elects to continue coverage under the Company's group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall continue coverage for the Executive and any eligible dependents under the Company group health benefit plans in which the Executive and any dependents were entitled to participate immediately prior to the Date of Termination. In the event the Executive elects to continue with COBRA coverage, provided, that the Executive timely submits to the Company evidence of the Executive's payments made to the COBRA administrator, the Company will reimburse the Executive for the Company's share of the premiums associated therewith in an amount equal to what the Company pays for the health insurance premiums of other executive level employees at the Company. The COBRA health continuation period under Section 4980B of the Code shall run concurrently with the period of continued coverage set forth in this Section 5(b)(iii); provided, however, that in the event the Executive obtains other employment that offers group health benefits, such continuation of COBRA coverage by the Company under this Section 5(b)(iii) shall immediately cease.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above stated, and to be effective upon such date.

THE COMPANY

By: /s/ Bradley M Burd

EMPLOYEE

/s/ Vijay Kotte
Vijay Kotte



April 1, 2025

Vijay Kotte

Re: Retention Agreement

Dear Vijay:

This letter (the "Letter Agreement") sets forth the terms of a retention award (the "Retention Award") granted by GoHealth, Inc., a Delaware corporation (the "Company").

Subject to the terms hereof, you will be eligible to receive the Retention Award in the following form:

- (i) A grant of 500,000 restricted stock units under the Company's 2020 Incentive Award Plan (the "Plan"), which (a) shall be granted to within thirty (30) days following the date you sign and return a copy of this Letter Agreement to the Company, (b) vests one hundred percent (100%) immediately on the grant date, in each, case subject to your continued employment as Chief Executive Officer of the Company through the applicable vesting date, and (c) shall be subject to the Company's standard form of restricted stock unit agreement, as modified to reflect the terms herein; and
- (ii) A cash payment of \$3,000,000, payable (a) 50% within 30 days following the date you sign and return a copy of this Letter Agreement to the Company, subject to your continued employment or service with the Company through the payment date, and (b) 50% within 30 days of achievement of the performance measures set forth on Exhibit A attached hereto, subject to both your continued employment or service with the Company through the payment date.

To be eligible for all or any part of the Retention Award, you must sign and return a copy of this Letter Agreement to the Company no later than thirty (30) days following the date of this Letter Agreement, and satisfy the conditions set forth above. Additionally, in the event that your employment as Chief Executive Officer of the Company is terminated prior to the three (3) year anniversary of this Letter Agreement (the "Clawback Date") for any reason other than your (i) termination by the Company without "Cause" or due to "Disability" (each as defined in the Employment Agreement by and between you, the Company, and GoHealth Holdings, LLC dated June 3, 2022, as may be amended from time to time (the "Employment Agreement")), (ii) resignation for "Good Reason" (as defined in the Employment Agreement), or (iii) death, then you will be required to repay, within 30 days following such termination, the full value of any portion of the Retention Award you have received prior to such termination of employment, multiplied by a fraction in which (a) the numerator is the number of days occurring between the date of your termination of employment and the Clawback Date, and (b) the denominator shall be 1,095 (the "Clawback Amount"). The portion of the Clawback Amount attributable to any

GoHealth
222 Merchandise Mart Plaza, Ste 1750
Chicago, IL 60654



shares received upon settlement of the restricted stock unit agreement shall be valued based on the "Fair Market Value" (as defined in the Plan) as of the date of such termination of employment.

By your signature below, you hereby agree to the terms of this Letter Agreement, including your obligation to repay the Clawback Amount. You further agree that in the event you are required to repay the Clawback Amount pursuant to the terms of this Letter Agreement and you fail to repay such amount within thirty (30) days of your termination of employment, the Company may reduce any future payments it owes to you by the amount of the unpaid Clawback Amount due.

Should you have any questions, please feel free to contact me.

Sincerely,

/s/ Bradley M Burd

Acknowledged and Agreed to:

/s/ Vijay Kotte
Vijay Kotte



**Exhibit A
Cash Retention Award
Performance Conditions**

[REDACTED]

