

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MATTHEW KREUSER, Derivatively on Behalf
of GOHEALTH, INC.,

Plaintiff,

v.

CLINTON P. JONES, TRAVIS J.
MATTHIESEN, BRANDON M. CRUZ,
JOSEPH G. FLANAGAN, HELENE D.
GAYLE, JEREMY W. GELBER, ANITA V.
PRAMODA, MIRIAM A. TAWIL, and
ALEXANDER E. TIMM,

Defendants,

and

GOHEALTH, INC.,

Nominal Defendant.

Case No. 1:21-cv-02716

Hon. Jeremy C. Daniel

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement dated December 19, 2025 (the “Stipulation”) is made and entered into by the following parties, each by and through their respective counsel, in the above-captioned shareholder derivative action (the “Action”) pending in the United States District Court for the Northern District of Illinois (the “Court”): (1) plaintiff Matthew Kreuser (“Plaintiff”), derivatively on behalf of nominal defendant GoHealth, Inc. (“GoHealth” or the “Company”); (2) individual defendants Clinton P. Jones, Travis J. Matthiesen, Brandon M. Cruz, Joseph G. Flanagan, Helene D. Gayle, Jeremy W. Gelber, Anita V. Pramoda, Miriam A. Tawil, and Alexander E. Timm (collectively, the “Individual Defendants”); and (3) nominal defendant GoHealth (together with the Individual Defendants, “Defendants”) (the “Parties” refers collectively to Plaintiff and Defendants).

This Stipulation, subject to the approval of the Court, is intended to fully, finally, and forever resolve, discharge, and settle the Action and any and all Released Claims (as defined herein) upon the terms and subject to the conditions set forth herein.

I. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff alleges, *inter alia*, that, beginning July 14, 2020, at least, the Individual Defendants breached their fiduciary duties to GoHealth by issuing and/or causing the Company to issue false and misleading statements and failing to disclose and/or causing the Company to fail to disclose to the investing public, among other things, that: (1) the source of the Company’s revenue growth and enhanced financial metrics was the result of an unsustainable business approach, whereby GoHealth significantly increased focus on only two Medicare insurance carriers; and (2) the Defendants had intended for 2020 to be an “investment year” for GoHealth, which involved substantial and fast carrier expansion in GoHealth’s Medicare business along with a heightened

dependance on non-commissionable Medicare “Special Needs Plans,” both of which would have adverse effects on certain of the Company’s key financial metrics.

A. The Securities Class Action

On September 21, 2020, plaintiff Helen Hudson filed a securities class action in the Court against the Company and *inter alia*, defendants Clinton P. Jones, Brandon M. Cruz, and Travis J. Matthiesen, alleging substantially the same false and misleading statements that are alleged in the Action, captioned *In re GoHealth, Inc. Securities Litigation*, Case No. 1:20-cv-05593 (the “Securities Class Action”). On April 17, 2024, the parties to the Securities Class Action filed a motion for Final Approval and Approval of Plan Allocation. (Securities Class Action, ECF No. 210). On May 22, 2024, the Court entered a Final Judgment Approving the Settlement. (Securities Class Action, ECF No. 228).

B. The Action

On May 19, 2021, Plaintiff filed a Verified Shareholder Derivative Complaint on behalf of GoHealth in the Court against the Individual Defendants alleging claims for breach of fiduciary duty, unjust enrichment, and waste of corporate assets, and against certain of the Individual Defendants for contribution under Section 11(f) of the Securities Act of 1933 and Section 21D of the Securities Exchange Act of 1934, captioned *Kreuser v. Jones et al*, Case No. 1:21-cv-02716. (ECF No. 1).

On June 16, 2021, the Parties filed a joint motion to stay the Action pending resolution of the motion to dismiss in the Securities Class Action (ECF No. 7), which the Court so-ordered on June 21, 2021. (ECF No. 9).

On April 5, 2022, the motion to dismiss in the Securities Class Action was denied in part (Securities Class Action, ECF No. 100), and the stay in the Action was lifted.

On June 1, 2022, the Parties filed a second joint motion to stay the Action until the resolution of the motion for class certification in the Securities Class Action (ECF No. 39), which the Court so-ordered on June 6, 2022. (ECF No. 43).

During the stay of proceedings, Defendants produced tens of thousands of pages of confidential documents to Plaintiff.

C. Settlement Negotiations

On January 19, 2023, Plaintiff sent a settlement demand letter to Defendants that, *inter alia*, proposed a settlement framework that included a comprehensive set of corporate governance reforms to be implemented by GoHealth that were designed to address what Plaintiff alleges were the governance deficiencies that resulted in the wrongdoing alleged in the Action.

Plaintiff participated in a mediation in Los Angeles, California with the parties in the Securities Class Action, before a nationally reputed mediator David Murphy, Esq. of Phillips ADR on February 16, 2023. The Parties did not reach a settlement at the mediation.

Plaintiff participated in a second mediation in New York, New York with the parties in the Securities Class Action before Mr. Murphy on July 25, 2023. The Parties did not reach a settlement at this second mediation either.

The Parties engaged in settlement negotiations after the foregoing mediations through the exchange of numerous settlement proposals and counterproposals. On June 13, 2025, the Parties executed a Memorandum of Understanding (“MOU”), which memorialized the material terms of the settlement of the Action (the “Settlement”), subject to Court approval.

After the Parties executed the MOU, and after all of the material terms of the Settlement were negotiated and agreed upon, the Parties began to negotiate the attorneys’ fees and expenses that would be payable by GoHealth’s insurers to Plaintiff’s Counsel in recognition of the

substantial benefits achieved for GoHealth through the Settlement. In October 2025, the Parties agreed to participate in a mediation in New York, New York on October 16, 2025 with a nationally reputed mediator, Michelle Yoshida, Esq. of Phillips ADR to continue the negotiations of the attorneys' fees and expenses (the "2025 Mediation"). On October 8, 2025, the Parties exchanged with each other and Ms. Yoshida their respective mediation statements. At the end of the 2025 Mediation, the Parties accepted a double-blind mediator's proposal by Ms. Yoshida for GoHealth's insurers to pay \$875,000.00 in attorneys' fees and expenses to Plaintiff's Counsel, subject to Court approval.

II. PLAINTIFF'S CLAIMS AND THE BENEFITS OF SETTLEMENT

Plaintiff believes that the derivative claims in the Action have substantial merit, and Plaintiff's entry into this Stipulation is not intended to be and shall not be construed as an admission or concession concerning the relative strength or merit of the claims alleged in the Action. However, Plaintiff and Plaintiff's Counsel recognize and acknowledge the significant risk, expense, and length of continued proceedings necessary to prosecute the derivative claims against the Individual Defendants through trial and possible appeals. Plaintiff's Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex cases such as the Action, as well as the difficulties and delays inherent in such litigation. Plaintiff's Counsel is also mindful of the inherent problems of establishing standing in derivative litigation, and the possible defenses to the claims alleged in the Action.

Plaintiff's Counsel has conducted extensive investigation and analysis, including, *inter alia*: (i) reviewing and analyzing GoHealth press releases, public statements, and filings with the U.S. Securities and Exchange Commission ("SEC"); (ii) reviewing and analyzing securities analysts' reports and advisories and media reports about the Company; (iii) reviewing and

analyzing the pleadings and orders in the Securities Class Action; (iv) researching the applicable law with respect to the claims alleged and the potential defenses thereto; (v) preparing and filing the complaint in the Action; (vi) researching and evaluating factual and legal issues relevant to the claims; (vii) reviewing and evaluating confidential documents produced to Plaintiff's Counsel by Defendants; (viii) engaging in settlement negotiations with Defendants' counsel regarding the specific facts, and perceived strengths and weaknesses of the Action, and other issues in an effort to facilitate negotiations; (ix) researching the Company's corporate governance structure in connection with settlement efforts; (x) preparing a comprehensive written settlement demand and modified demands over the course of the Parties' settlement negotiations; (xi) negotiating the MOU; (xii) preparing a mediation statement; (xiii) participating in mediation sessions in Los Angeles, California and New York, New York; and (xiv) negotiating and drafting this Stipulation.

Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon GoHealth. Based upon Plaintiff's Counsel's evaluation, Plaintiff has determined that the Settlement is in the best interests of GoHealth and its shareholders and has agreed to settle the Action upon the terms and subject to the conditions set forth herein.

III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants deny that they have committed or engaged in any wrongdoing or violation of law whatsoever. Defendants further deny each and all of the claims and contentions alleged by Plaintiff in the Action. The Individual Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged in the Action, and expressly maintain that

they have complied with their statutory, fiduciary, and other legal duties.

Nonetheless, Defendants have concluded that it is desirable for the Action to be fully and finally settled in the matter and upon the terms and conditions set forth in this Stipulation. Defendants have also taken into account the burden, disruption, expense, uncertainty and risks inherent in any litigation, especially in complex derivative actions. Defendants have, therefore, determined that it is in the best interests of GoHealth and its shareholders for the Action to be settled in the manner and upon the terms and conditions set forth in this Stipulation.

Neither this Stipulation, nor any of its terms or provisions, nor entry of the Judgment, nor any document or exhibit referred or attached to this Stipulation, nor any action taken to carry out this Stipulation, is or may be construed as evidence of the validity of any of Plaintiff's Released Claims, or as an admission by or against Defendants of any fault, wrongdoing, or concession of liability whatsoever.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned counsel for the Parties herein, in consideration of the benefits flowing to the Parties from the Settlement, and subject to the approval of the Court, that the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice and with full preclusive effect as to all Parties, upon and subject to the terms and conditions of this Stipulation, as set forth below.

1. DEFINITIONS

As used in this Stipulation, the following terms have the meanings specified below:

1.1 "Action" means the above-captioned shareholder derivative action currently pending in the Court.

1.2 “Board” means the Board of Directors of GoHealth.

1.3 “Court” means the United States District Court for the Northern District of Illinois.

1.4 “Current GoHealth Shareholder” means any Person or Persons who are actual or beneficial owners of GoHealth common stock as of the date of this Stipulation, and each such Current GoHealth Shareholder’s current and former principals, partners, officers, owners, directors, supervisors, agents, members, representatives, insurers, attorneys, heirs, executors, administrators, and assignees, in their capacities as such, excluding (i) Individual Defendants, (ii) the officers and directors of GoHealth, and (iii) members of their Immediate Families (defined herein).

1.5 “Defendants” means the Individual Defendants and nominal defendant, GoHealth.

1.6 “Defendants’ Counsel” means Mayer Brown LLP.

1.7 “Defendants’ Released Claims” means all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims (defined herein), that arise out of, are based on, or relate to the institution, prosecution, pendency, or settlement of the claims asserted against Defendants in the Action (except for claims to enforce the Settlement).

1.8 “Defendants’ Released Persons” means each of the Defendants, Defendants’ Counsel, and, to the maximum extent permitted by law, each of their Immediate Family members, heirs, executors, estates, administrators, trustees, assigns, and any trusts in which Defendants, or any of them, are settlors, or which are for the benefit of any Defendants and/or his or her Immediate Family members; any entity in which a Defendant, and/or members of their family has a controlling interest; each of the Defendants’ present and former attorneys, legal representatives, and assigns in connection with the Action; Defendants’ insurers; and all of the Company’s present

and former directors and officers, agents, advisors, employees, affiliates, predecessors, successors, parents, subsidiaries, and divisions.

1.9 “Effective Date” means the date by which all of the events and conditions specified in section IV, paragraph 6.1 have been met and have occurred or have been waived.

1.10 “Execution Date” means the date this Stipulation has been signed by all the Parties through their respective undersigned counsel.

1.11 “Fee and Expense Award” means the sum of \$875,000.00 to be paid by GoHealth’s insurers to Plaintiff’s Counsel for their attorneys’ fees and expenses, subject to Court approval, as set forth section IV, paragraph 4.1 in of this Stipulation.

1.12 “Final,” with respect to the Judgment (defined herein) or any other court order means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing of any appeal under the Federal Rules of Appellate Procedure, i.e., thirty (30) calendar days after entry of the Judgment or order; or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the Judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys’ fees, costs or expenses, including without limitation the Fee and Expense Award, shall not in any way delay or preclude the Judgment from becoming Final.

1.13 “GoHealth” or the “Company” means nominal defendant GoHealth, Inc.

1.14 “Immediate Family” means children, stepchildren, parents, stepparents, spouses,

marital communities, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

1.15 “Individual Defendants” means collectively Defendants Clinton P. Jones, Travis J. Matthiesen, Brandon M. Cruz, Joseph G. Flanagan, Helene D. Gayle, Jeremy W. Gelber, Anita V. Pramoda, Miriam A. Tawil, and Alexander E. Timm.

1.16 “Judgment” means the Order and Judgment entered by the Court that dismisses the Action pursuant to the Settlement, substantially in the form of Exhibit E attached hereto.

1.17 “Notice” means the Notice of Pendency and Proposed Settlement of Shareholder Derivative Action, substantially in the form of Exhibit C attached hereto.

1.18 “Parties” means Plaintiff (derivatively on behalf of GoHealth), each of the Individual Defendants, and GoHealth.

1.19 “Person” or “Persons” shall mean an individual, corporation, fund, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

1.20 “Plaintiff” means Matthew Kreuser.

1.21 “Plaintiff’s Counsel” means The Brown Law Firm, P.C.

1.22 “Plaintiff’s Released Claims” means all claims, rights, duties, controversies, obligations, debts, demands, actions, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state,

local, statutory, common, or foreign law, or any other rule or regulation, whether at law or equity, whether fixed or contingent, whether accrued or unaccrued, whether matured or unmatured, whether liquidated or unliquidated, that (i) were or could have been asserted by the Company or by Plaintiff or any other Current GoHealth Shareholder derivatively on the Company's behalf and arise out of or relate to the allegations, transactions, facts, matters, disclosures, statements, acts, omissions or occurrences set forth in the complaints or any other filing by Plaintiff in the Action, or (ii) arise out of or in any way relate to the defense or settlement of the claims against Defendants, except for claims relating to the enforcement of the Settlement. For the avoidance of doubt, the Plaintiff's Released Claims do not include any direct claims belonging to GoHealth shareholders, including, without limitation, any claims arising under the federal securities laws.

1.23 "Plaintiff's Released Persons" means each of the Plaintiff, Plaintiff's Counsel, and all other Current GoHealth Shareholders and each of their respective present and former directors, officers, Immediate Family members, agents, advisors, attorneys, personal and legal representatives, employees, affiliates, predecessors, successors, heirs, beneficiaries, executors, estates, trusts, administrators, trustees, insurers, and assigns, in their capacity as such.

1.24 "Preliminary Approval Order" means the order by the Court preliminarily approving the terms and conditions of the Settlement, directing that notice of the pendency of the Action and the proposed Settlement be provided to Current GoHealth Shareholders, and scheduling a Settlement Hearing to consider whether the Settlement and the Fee and Expense Award should be approved by the Court, substantially in the form of Exhibit B attached hereto.

1.25 "Reforms" means the corporate governance reforms set forth in Exhibit A attached hereto, for adoption, implementation, and maintenance by GoHealth, pursuant to and in accordance with this Stipulation.

1.26 “Released Claims” means, collectively, Defendants’ Released Claims and Plaintiff’s Released Claims.

1.27 “Released Persons” means, collectively, Defendants’ Released Persons and Plaintiff’s Released Persons.

1.28 “Releases” means the releases set forth in Section IV.5 of this Stipulation.

1.29 “Settlement” means the settlement between Plaintiff and Defendants on the terms and conditions set forth in this Stipulation and the agreements made herein to fully and finally resolve the Action.

1.30 “Settlement Documents” shall mean this Stipulation and such other documentation as may be required in order to obtain Court approval of this Stipulation and dismissal of the Action.

1.31 “Settlement Hearing” means a hearing by the Court to consider final approval of the Settlement and determine, *inter alia*: (i) whether to enter the Judgment; and (ii) all other matters properly before the Court, including approval of the Fee and Expense Award.

1.32 “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Shareholder Derivative Action, substantially in the form of Exhibit D attached hereto.

1.33 “Unknown Claims” means any of the Plaintiff’s Released Claims that Plaintiff, any other Current GoHealth Shareholder, or the Company does not know or suspect to exist in his, her, or its favor at the time of the release of such claims and any of the Defendants’ Released Claims that any Defendant or the Company does not know or suspect to exist in his, her, or its favor at the time of the release of such claims which, if known by him, her, or it, might have affected his, her, or its decision with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree as part of this Settlement that they expressly waive, relinquish, and

release any and all provisions, rights, and benefits conferred by or under California Civil Code Section 1542 (“§ 1542”) or any other law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff, Defendants, and the Company acknowledge that the foregoing waiver was separately bargained for and is a key element of the Settlement. Plaintiff, Defendants, the Company and each Current GoHealth Shareholder may hereafter discover facts in addition to or different from those which he, she, it, or their counsel now knows or believes to be true by them, with respect to Plaintiff’s Released Claims or Defendants’ Released Claims, as the case may be, but upon the Effective Date, Plaintiff, Defendants, the Company, and each Current GoHealth Shareholder derivatively on behalf of the Company shall be deemed to have, and by the operation of the Judgment shall have completely, fully, finally, and forever settled and released all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge, and the Current GoHealth Shareholders shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

2. TERMS OF THE SETTLEMENT

2.1 Subject to additional conditions, terms, and limitations described herein and to the Court's final approval of the Settlement, the Parties agree that in full settlement of the Released Claims, GoHealth will exercise its best efforts to accomplish the terms and conditions set forth in Exhibit A hereto (the "Reforms").

2.2 Except as otherwise specified in Exhibit A, the Reforms shall be maintained at the Company for at least three (3) years after the date that the Settlement is approved by the Court (the "Compliance Period").

2.3 With respect to any Reform concerning the implementation or maintenance of a position (e.g., a Chief Marketing Officer), the Company shall maintain that position, or a position(s) with substantially similar responsibilities, even if under a different title(s), for the duration of the Compliance Period. In the event that the individual occupying such position is separated from the Company (whether by resignation, termination, or other event) during the Compliance Period, the Company shall use reasonable efforts to timely fill the position or otherwise ensure that it maintains a position(s) with substantially similar responsibilities.

2.4 In the event the Company amends or eliminates any one or more of the Reforms, the Company shall adopt an amended or substitute reform that addresses the same goals, purposes, and/or functions of the original Reforms within ninety (90) days of its discontinuance. If, however, the Board, in a good faith exercise of their business judgment, determines that it is not possible to adopt an acceptable amended or substitute reform, such Reform(s) may be eliminated. Any changes that are made pursuant to the above shall be disclosed in a public filing with the SEC or on the Company's website within thirty (30) days of the Board's decision.

2.5 The Parties reserve the right, upon the agreement of all of them and subject to the Court's approval, to make any reasonable extensions of time or modifications to the Settlement

Documents that might be necessary to carry out any of the provisions of this Stipulation.

2.6 Defendants acknowledge and agree that the filing, prosecution, pendency, and settlement of the Action was a material precipitating factor in the Company's implementation of the Reforms, and that such Reforms confer substantial benefits on GoHealth and GoHealth's shareholders.

3. APPROVAL AND NOTICE

3.1 On or before December 23, 2025, Plaintiff shall submit this Stipulation together with its exhibits to the Court and shall apply for entry of the Preliminary Approval Order, substantially in the form of Exhibit B attached hereto, requesting: (i) preliminary approval of the Settlement set forth in this Stipulation; (ii) approval of the form and manner of providing notice of the Settlement to Current GoHealth Shareholders; and (iii) a date for the Settlement Hearing.

3.2 Within fifteen (15) days of the date that the Court enters the Preliminary Approval Order, the Company shall cause the Summary Notice to be published one time in *Investor's Business Daily*. The Company shall also provide disclosure of the proposed Settlement through, at the Company's discretion, its next Form 10-Q or the filing of a Current Report on Form 8-K. The notice via Form 10-Q and/or 8-K and the Summary Notice shall include a link to the investor relations page of the Company's website where the Notice and Stipulation and exhibits thereto are posted. GoHealth's insurers shall be solely responsible for paying the costs and expenses related to providing notice of the Settlement set forth in this paragraph or as otherwise required by the Court. The Parties believe the form and manner of the notice procedures set forth in this paragraph constitute adequate and reasonable notice to GoHealth shareholders pursuant to applicable law and due process.

3.3 The Parties shall jointly request that the Court hold the Settlement Hearing forty-

five (45) calendar days after notice has been provided in the filing of GoHealth's Form 10-Q or Form 8-K, as referenced in ¶ 3.2 above, or on the first available date thereafter that is convenient for the Court. At the Settlement Hearing, Plaintiff's Counsel shall request final approval of the Settlement and the Court's approval of the Fee and Expense Award referenced in Section 4 below.

3.4 The Parties shall request that any objections and papers filed in support of objections to the Settlement shall be considered by the Court at the hearing only if the objector, among other things: (i) files notice of an intention to appear that included proof of current ownership of GoHealth common stock; (ii) files papers in support of the objection with the Clerk of the Court by at least twenty-one (21) calendar days prior to the hearing; and (iii) ensures such notice and papers have been served on and received by counsel as identified in the Notice by at least twenty-one (21) calendar days prior to the hearing.

3.5 Pending the Court's determination as to final approval of the Settlement, Plaintiff and GoHealth shareholders are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any derivative action asserting any Released Claims against any of the Released Persons. The current proceedings in the Action, including any deadlines or filing requirements, except to consummate the Settlement, shall be suspended.

3.6 If the Court approves the Settlement at the Settlement Hearing, the Parties will jointly request entry of the Judgment by the Court, substantially in the form of Exhibit E attached hereto, providing for, *inter alia*, (i) final approval of the Settlement set forth in this Stipulation as fair, adequate, and reasonable, and directing its consummation pursuant to its terms; (ii) dismissal with prejudice of the Action; and (iii) the settlement and release of all Plaintiff's Release Claims as against the Defendants' Released Persons and all Defendants' Released Claims as against

Plaintiff's Released Persons in accordance with the terms and conditions of this Stipulation.

4. ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

4.1 After all material Settlement terms were agreed upon and memorialized in this Stipulation of Settlement, Plaintiff's Counsel engaged in arm's-length negotiations with Defendants, directly and through a mediator, concerning an appropriate award of attorneys' fees and expenses for Plaintiff's Counsel.

4.2 In consideration of the substantial benefits conferred upon GoHealth by the Reforms as a result of Plaintiff and Plaintiff's Counsel's efforts in connection with the Action, and subject to Court approval, the Company's insurers shall pay to Plaintiff's Counsel their attorneys' fees and costs in the amount of eight hundred seventy-five thousand dollars (\$875,000.00) (the "Fee and Expense Award").

4.3 GoHealth's insurers will pay by check or by wire transfer, on behalf of and for the benefit of all Defendants, the amount of the Fee and Expense Award for deposit into an escrow account held by The Brown Law Firm, P.C. ("Escrow Account") within thirty (30) days of the latter of: entry by the Court of an order preliminarily approving the Settlement; and Defendants' receipt of a completed Form W-9, wiring instructions, and/or check payment information for the Escrow Account and any other information or documents reasonably required by GoHealth or their insurers to process the deposit. The amount deposited into the Escrow Account consistent with the terms of this paragraph shall be released to Plaintiff's Counsel upon (and only to the extent of) approval by the Court of Plaintiff's application to the Court for approval of attorneys' fees, expenses, and/or a service award. Other than the obligation to pay or cause to be paid the Fee and Expense Award, neither the Defendants nor any other Released Person shall have any obligation to make any other payment pursuant to this Stipulation, and shall have no responsibility,

obligation, or liability with respect to the Escrow Account or the monies maintained therein or the administration related to the Fee and Expense Award, including, without limitation, any responsibility or liability related to the allocation of the Fee and Expense Award among Plaintiff's Counsel and Plaintiff, or related to any fees, taxes, investment decisions, maintenance, supervision or distribution of any portion of the Fee and Expense Award. The Fee and Expense Award shall constitute full, complete, and exclusive compensation for Plaintiff's Counsel's efforts, fees, services, and expenses.

4.4 Plaintiff's Counsel may apply to the Court for a service award of up to two thousand dollars (\$2,000.00) for Plaintiff to be paid from the Fee and Expense Award in recognition of Plaintiff's participation and effort in the prosecution of the Action (the "Service Award"). Defendants shall not object to the application for the Service Award.

4.5 Final resolution by the Court of the Fee and Expense Award shall not be a precondition to the dismissal of the Action in accordance with the Stipulation, and the Fee and Expense Award may be considered separately from the proposed Settlement of the Action. The failure of the Court to approve the Fee and Expense Award in whole or in part shall have no effect on the Settlement.

4.6 If for any reason the Judgment does not become Final (as defined in ¶ 1.12), Plaintiff's Counsel shall be obligated to repay GoHealth's insurers, within thirty (30) calendar days, the amount of the Fee and Expense Award, or part thereof, that it received.

5. RELEASES

5.1 The obligations incurred by the Parties pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action; and (ii) the Releases provided for herein.

5.2 Upon the Effective Date, Plaintiff and all other Current GoHealth Shareholders shall be deemed to have, and by operation of the law and of the Judgment shall have, fully, finally and forever released, relinquished and discharged their right to assert derivatively on behalf of the Company any and all of the Plaintiff's Released Claims (including Unknown Claims) against the Defendants' Released Persons, and shall forever be barred and enjoined from instituting, commencing, or prosecuting derivatively on behalf of the Company any and all of the Plaintiff's Released Claims against the Defendants' Released Persons. In addition, upon that date, GoHealth shall be deemed to have, and by operation of the law and of the Judgment shall have, fully, finally, and forever released, relinquished and discharged its right to assert directly any and all of the Plaintiff's Released Claims against the Defendants' Released Persons, and shall forever be barred and enjoined from instituting, commencing, or prosecuting directly any and all of the Plaintiff's Released Claims against the Defendants' Released Persons.

5.3 Upon the Effective Date, Defendants shall be deemed to have, and by operation of the law and of the Judgment shall have, fully, finally and forever released, relinquished and discharged any and all of the Defendants' Released Claims against the Plaintiff's Released Persons, and shall forever be barred and enjoined from instituting, commencing, or prosecuting any and all of the Defendants' Released Claims against the Plaintiff's Released Persons.

5.4 Notwithstanding section IV, paragraphs 5.2 and 5.3 above, nothing herein shall in any way impair or restrict the rights of any Party to enforce the terms of this Stipulation.

6. CONDITIONS OF SETTLEMENT; EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

6.1 The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

- a. the Court has entered the Preliminary Approval Order, substantially in the form set

forth in Exhibit B attached hereto;

b. Neither party has exercised its option to terminate the Settlement pursuant to paragraph 6.2 below; and

c. The Court has approved the Settlement as described herein, following notice to Current GoHealth Shareholders and a hearing, and entered the Judgment, substantially in the form set forth in Exhibit E attached hereto, and the Judgment has become Final.

6.2 Plaintiff and Defendants (provided Defendants unanimously agree amongst themselves) shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to the other Parties within thirty (30) calendar days of:

- a. the Court’s final refusal to enter the Preliminary Approval Order in any material respect;
- b. the Court’s final refusal to approve the Settlement or any material part thereof;
- c. the Court’s final refusal to enter the Judgment in any material respect as to the Settlement; or
- d. the date upon which an order vacating, modifying, revising, or reversing the Settlement becomes Final.

Upon such timely Termination Notice, the provisions of 6.3 below shall apply. However, any decision or proceeding, whether in this Court or any appellate or other court, solely with respect to the Fee and Expense Award shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement pursuant to this paragraph or otherwise.

6.3 In the event that the Settlement is terminated pursuant to 6.2 above or the Effective

Date otherwise fails to occur, (i) the Parties shall be restored to their respective positions in the Action as of immediately prior to the date of this Stipulation, (ii) all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission by any of the Parties of any act, manner, or proposition, and shall not be used in any manner for any purpose in any subsequent proceeding in the Action or any other action or proceeding, (iii) the terms and provisions of this Stipulation shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iv) any judgment or orders entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

7. NO ADMISSION OF WRONGDOING

7.1 Neither this Stipulation (whether or not consummated), including the exhibits hereto, the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith): (i) shall be offered against any of the Defendants' Released Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Released Persons with respect to the truth of any fact alleged by Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Released Persons or in any way referred to for any other reason as against any of the Defendants' Released Persons, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the Settlement; or (ii) shall be offered

against any of the Plaintiff's Released Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiff's Released Persons that any of Plaintiff's claims are without merit, that any of the Defendants had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement consideration or with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiff's Released Persons, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the Settlement; provided, however, that the Parties, the Released Persons, and their respective counsel may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8. MISCELLANEOUS PROVISIONS

8.1 The Parties: (i) acknowledge that it is their intent to consummate the Settlement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Settlement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of the Settlement. In the event that any dispute arises between the Parties regarding such efforts, they shall attempt to resolve the dispute in good faith. Any party may seek the assistance of the Court in facilitating the consummation of the Settlement as provided for in this Stipulation.

8.2 In the event that any part of the Settlement is found to be unlawful, void, unconscionable, or against public policy by a court of competent jurisdiction, the remaining terms

and conditions of the Settlement shall remain intact.

8.3 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action and any and all claims released herein.

8.4 This Settlement may not be terminated, modified, or amended, except by an agreement in writing signed by the Parties or their respective counsel.

8.5 Except as expressly provided herein, no Party, person, or entity not a signatory to this document shall have any rights hereunder or be deemed a beneficiary under this Stipulation.

8.6 This Stipulation shall be construed as if the Parties collectively prepared it, and any uncertainty or ambiguity shall not be interpreted against any of the Parties.

8.7 This Stipulation shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Illinois, and shall be governed by, and interpreted in accordance with, the laws of the State of Illinois, without regard to any state's principles, policies, or provisions governing choice of law.

8.8 This Stipulation and the exhibits attached hereto contain the entire understanding of the Parties concerning the subject matter hereof and supersede any and all prior agreements, discussions, or negotiations of the Parties, whether oral or in writing.

8.9 The exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein. In the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit hereto, the terms of this Stipulation shall prevail.

8.10 This Settlement may be executed in any number of counterparts with the same effect as if all Parties had executed the same document. All such counterparts shall be construed together and shall constitute one instrument. A facsimile or electronic (e.g., PDF format) copy of this Settlement as executed shall be deemed an original.

8.11 The Parties agree that each party and their counsel have complied fully with the applicable requirements of good faith litigation. The Parties shall not take the position that the Action was brought or defended in bad faith or in violation of Rule 11 of the Federal Rules of Civil Procedure or its state law counterparts.

8.12 No representations, warranties, or inducements have been made to any of the Parties concerning this Stipulation or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

8.13 In the event any proceedings by or on behalf of GoHealth, whether voluntary or involuntary, are initiated under any chapter of the United States Bankruptcy Code, including an act of receivership, asset seizure, or similar federal or state law action (“Bankruptcy Proceedings”), the Parties agree to use their reasonable best efforts to obtain all necessary orders, consents, releases, and approvals for effectuation of this Stipulation in a timely and expeditious manner. In the event of any Bankruptcy Proceedings by or on behalf of GoHealth, the Parties agree that all dates and deadlines set forth herein will be extended for such periods of time as are necessary to obtain necessary orders, consents, releases and approvals from the bankruptcy court to carry out the terms and conditions of this Stipulation.

8.14 Any planned, proposed, or actual sale, merger, or change-in-control of GoHealth shall not void this Stipulation. This Stipulation shall run to the Parties’ respective successors-in-interest. In the event of a planned, proposed, or actual sale, merger, or change-in-control of GoHealth, the Parties shall continue to seek court approval of the Settlement expeditiously, including without limitation the Settlement terms reflected in this Stipulation and the Fee and Expense Award.

8.15 None of the Parties will issue any press release or make any other public comment,

except as provided in this Stipulation, about the Settlement.

8.16 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement.

8.17 The Court shall retain jurisdiction to implement and enforce the terms of this Stipulation and the Judgment and to consider any matters or disputes arising out of or relating to the Settlement, and the Parties and their undersigned counsel submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation and Judgment, and for matters or disputes arising out of or relating to the Settlement.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed by their duty authorized attorneys and dated December 20, 2025.

[Signature page to follow]

Agreed to this 19th day of December 2025:

THE BROWN LAW FIRM, P.C.

/s/ Timothy Brown

Timothy Brown
767 Third Avenue, Suite 2501
New York, NY 10017
Telephone: (516) 922-5427
Email: tbrown@thebrownlawfirm.net

Counsel for Plaintiff

MAYER BROWN LLP

/s/ Jacqueline M. Vallette

Jacqueline M. Vallette
333 S. Grand Avenue, 47th Floor
Los Angeles, CA 90071
Telephone: (213) 229-5165
Email: jvallette@mayerbrown.com

Counsel for Defendants

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MATTHEW KREUSER, Derivatively on Behalf
of GOHEALTH, INC.,

Plaintiff,

v.

CLINTON P. JONES, TRAVIS J.
MATTHIESEN, BRANDON M. CRUZ,
JOSEPH G. FLANAGAN, HELENE D.
GAYLE, JEREMY W. GELBER, ANITA V.
PRAMODA, MIRIAM A. TAWIL, and
ALEXANDER E. TIMM,

Defendants,

and

GOHEALTH, INC.,

Nominal Defendant.

Case No. 1:21-cv-02716

EXHIBIT A

Subject to additional conditions, terms and limitations described in the Stipulation and Agreement of Settlement dated December 19, 2025 (“Stipulation”), and to the final approval of such Stipulation by the United States District Court for the Northern District of Illinois (the “Court”), the Parties agree that in full settlement of the Released Claims (as defined in the Stipulation), GoHealth, Inc. (“GoHealth” or the “Company”) will exercise its best efforts to accomplish the corporate governance reforms set forth below (the “Reforms”).

Except as otherwise specified herein, the Reforms shall be maintained at the Company for at least three (3) years after the date that a settlement is approved by the Court (“the Compliance Period”).

With respect to any Reform concerning the implementation or maintenance of a position (e.g., a Chief Marketing Officer), the Company shall maintain that position, or a position(s) with substantially similar responsibilities, even if under a different title(s), for the duration of the Compliance Period. In the event that the individual occupying such position is separated from the Company (whether by resignation, termination, or other event) during the Compliance Period, the Company shall use reasonable efforts to timely fill the position or otherwise ensure that it maintains a position(s) with substantially similar responsibilities.

In the event the Company amends or eliminates any one or more of the Reforms, the Company shall adopt an amended or substitute reform that addresses the same goals, purposes, and/or functions of the original Reforms within ninety (90) days of its discontinuance. If, however, the Company’s board of directors (“Board”), in a good faith exercise of their business judgment, determines that it is not possible to adopt an acceptable amended or substitute reform, such Reform(s) may be eliminated. Any changes that are made pursuant to the above shall be disclosed in a public filing with the U.S. Securities and Exchange Commission or on the Company’s website within thirty (30) days of the Board’s decision.

GoHealth acknowledges and agrees that the filing, pendency, and settlement of the Action was a material precipitating factor in the Company's implementation of the Reforms, and that such Reforms confer substantial benefits on GoHealth and GoHealth's shareholders.

CORPORATE GOVERNANCE REFORMS

1. Board of Directors

- a. In June 2022, during the pendency of the Action, the Company added Vijay Kotte to the Board as a Class I director in connection with his appointment as Chief Executive Officer.
- b. In January 2023, also during the pendency of the Action, the Company added Karolina Hilu to the Board as a Class III director and the independent designee of NVX Holdings, Inc.
- c. At the time the Action was filed, the Board was comprised of over 2/3 of directors who were deemed independent ("Independent Directors"), and during the pendency of the Action, there was a period of time where the percentage of Independent Directors was below 66.67%. As of December 2024, the Board is comprised of 2/3 of Independent Directors.

2. Audit Committee

The Company will require that the Audit Committee meet at least six (6) times annually.

3. Chief Financial Officer

The Company will require that its Chief Financial Officer (the "CFO") report to the Board, on at least a quarterly basis, the Company's current financial position, prospects for future periods, and material changes to costs, expenses, revenue, and/or EBITDA.

4. Chief Operating Officer

- a. In July 2023, during the pendency of the Action, the Company named a new Chief Operating Officer (the “COO”), and prior to July 2023, the COO position had not been held by anyone at the Company since July 2022.
- b. The Company will agree that the COO’s responsibilities shall include:
 - i. Oversight of all operational aspects of the Company;
 - ii. Oversight of the development and implementation of operational policies, procedures, and processes; and
 - iii. Oversight of the development and implementation of quality assurance standards and processes related to compliance with regulatory requirements and industry standards related to healthcare operations.

5. Chief Marketing Officer

- a. In March 2023, during the pendency of the Action, the Company hired a new Chief Marketing Officer (the “CMO”).
- b. The CMO’s responsibilities currently include:
 - i. Oversight of the development and implementation of marketing strategy;
 - ii. Oversight of customer communications and direct-to-consumer marketing;
 - iii. Oversight of marketing team; and
 - iv. Monitoring of key performance metrics relevant to marketing strategy.
- c. The Company will require that the CMO’s responsibilities include the following:

- i. The CMO will make an annual presentation to the Board, describing the Company's marketing efforts and strategies, including information about the Medicare market.
- ii. The CMO will meet at least quarterly with the Company's Chief Executive Officer and CFO to review marketing expenses and financial commitments.

6. Chief Compliance Counsel

- a. In September 2022, during the pendency of the Action, the Company created the position of and hired a Chief Compliance Counsel ("CCC").
- b. The Company will agree that the CCC's responsibilities shall include:
 - i. Partnering with Company executives and their team members to evaluate Company products, programs, services, and marketing materials for adherence to compliance policies and/or legal requirements;
 - ii. Oversight of compliance team in employee compliance training and education;
and
 - iii. Oversight of compliance team in performing compliance audits and implementing corrective actions as appropriate.

7. Compliance Committee

- a. The Company maintains a management-level Compliance Committee.
- b. The Compliance Committee amended its charter in July 2023 (the "Amended Compliance Committee Charter"), during the pendency of the Action, and the amendments include that the Compliance Committee shall meet quarterly.

- c. The Amended Compliance Committee Charter included the following additions to the Compliance Committee's responsibilities and duties:
- i. Oversight of the development and implementation of employee communication and training regarding compliance policies and ethics and compliance issues;
 - ii. Oversight of the development and implementation of appropriate and adequate training regarding compliance policies and the compliance program;
 - iii. Oversight of the development and implementation of employee communication regarding the compliance program and issues;
 - iv. Oversight of administration of a certification program for all employees and appropriate contractors to ensure that they receive, read, acknowledge understanding of, and agree to comply with the Company's code of conduct and policies;
 - v. Oversight of the Company's processes, including a toll-free telephone number, through which employees may seek advice on application of the Company's compliance policies and report potential policy and legal violations;
 - vi. Ensuring appropriate internal and/or external audits and surveys are conducted to verify adherence to the Code of Conduct, policies and applicable legal requirements;
 - vii. Directing the CCC to commission special audits as necessary to verify adherence to compliance policies and/or legal requirements;
 - viii. Oversight of appropriate and consistent discipline is imposed for violations of compliance policies and legal requirements;

- ix. Oversight of the action taken by the Company to ensure violations of compliance policies and/or legal requirements are remedied; and
 - x. Oversight of steps taken to prevent similar violations from occurring in the future.
- d. The amendments will also include that the CCC shall provide a report to the Compliance Committee no less frequently than every quarter.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MATTHEW KREUSER, Derivatively on Behalf
of GOHEALTH, INC.,

Plaintiff,

v.

CLINTON P. JONES, TRAVIS J.
MATTHIESEN, BRANDON M. CRUZ,
JOSEPH G. FLANAGAN, HELENE D.
GAYLE, JEREMY W. GELBER, ANITA V.
PRAMODA, MIRIAM A. TAWIL, and
ALEXANDER E. TIMM,

Defendants,

and

GOHEALTH, INC.,

Nominal Defendant.

Case No. 1:21-cv-02716

EXHIBIT B

[PROPOSED] PRELIMINARY APPROVAL ORDER

Plaintiff Matthew Kreuser (“Plaintiff”) in the above-captioned action (the “Action”) pending in the United States District Court for the Northern District of Illinois (the “Court”) has made an unopposed motion, pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, for an order: (i) preliminarily approving the proposed settlement (the “Settlement”) of shareholder derivative claims brought on behalf of GoHealth, Inc. (“GoHealth” or the “Company”), in accordance with the Stipulation and Agreement of Settlement dated December 19, 2025 (the “Stipulation”); (ii) approving the form and manner of the notice of the Settlement to Current GoHealth Shareholders; and (iii) setting a date for the Settlement Hearing.¹

WHEREAS, the Stipulation, together with the exhibits attached thereto, sets forth the terms and conditions for the Settlement, including, but not limited to, a proposed Settlement and dismissal with prejudice of the Action;

WHEREAS, the Court having: (i) read and considered Plaintiff’s Unopposed Motion for Preliminary Approval of Shareholder Derivative Settlement together with the accompanying Memorandum of Law in support thereof; and (ii) read and considered the Stipulation, as well as all the exhibits attached thereto;

WHEREAS, the Court finds, upon a preliminary evaluation, that the proposed Settlement falls within the range of possible approval criteria, as it provides a beneficial result for GoHealth and its shareholders and appears to be the product of serious, informed, non-collusive negotiations overseen by an experienced mediator; and

WHEREAS, the Court also finds, upon a preliminary evaluation, that GoHealth

¹ Except as otherwise expressly provided below, all capitalized terms contained herein shall have the same meanings and/or definitions as set forth in the Stipulation.

shareholders should be apprised of the Settlement through the proposed form and means of notice, allowed to file objections, if any, thereto, and appear at the Settlement Hearing.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Court, for purposes of this Preliminary Approval Order, adopts the definitions set forth in the Stipulation.

2. This Court preliminarily approves, subject to further consideration at the Settlement Hearing described below, the Settlement as set forth in the Stipulation as being fair, reasonable, and adequate.

3. A hearing shall be held on _____, 2026 at _____.m., before the Honorable Jeremy C. Daniel, at the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 (the "Settlement Hearing"), at which the Court will determine: (i) whether the terms of the Stipulation should be approved as fair, reasonable, and adequate to GoHealth and Current GoHealth Shareholders; (ii) whether the notice of the Settlement fully satisfied the requirements of Rule 23.1 of the Federal Rule of Civil Procedure and the requirements of due process; (iii) whether all Released Claims against the Released Persons should be fully and finally released; (iv) whether the agreed-to Fee and Expense Award and Service Award should be approved; and (v) such other matters as the Court may deem appropriate.

4. The Court approves, as to form and content, the Notice, attached as Exhibit C to the Stipulation, and the Summary Notice, attached as Exhibit D to the Stipulation, and finds that the website posting of the Notice and publication and filing of the Summary Notice in the manner and form set forth in paragraph 5 of this Order meets the requirements of Fed. R. Civ. P. 23.1 and

due process, and constitutes due and sufficient notice of all matters relating to the Settlement to all Persons entitled to such notice.

5. Within fifteen (15) days of the date of this Preliminary Approval Order, the Company shall cause the Summary Notice to be published one time in *Investor's Business Daily*. The Company shall also provide disclosure of the proposed Settlement through, at the Company's discretion, its next Form 10-Q or the filing of a Current Report on Form 8-K. The notice via Form 10-Q and/or 8-K and the Summary Notice shall include a link to the investor relations page of the Company's website where the Notice and Stipulation and exhibits thereto are posted, and where they will remain posted through the date of the Settlement Hearing.

6. All costs incurred in the posting, issuing, and filing of the notice of the Settlement shall be paid by GoHealth, and GoHealth shall undertake all administrative responsibility for the posting, issuance, and filing of the notice of the Settlement.

7. At least seven (7) days prior to the Settlement Hearing, Defendants' Counsel shall file with the Court an appropriate affidavit or declaration with respect to the posting, issuance, and filing of the notice of the Settlement as provided for in paragraph 5 of this Preliminary Approval Order.

8. All Current GoHealth Shareholders shall be subject to and bound by the provisions of the Stipulation and the releases contained therein, and by all orders, determinations, and judgments in the Action concerning the Settlement, whether favorable or unfavorable to Current GoHealth Shareholders.

9. Pending the Court's determination as to final approval of the Settlement, Plaintiff and GoHealth shareholders are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any derivative action asserting

any Released Claims against any of the Released Persons.

10. Any shareholder of GoHealth common stock may appear and show cause, if he, she, or it has any reason why the Settlement embodied in the Stipulation should not be approved as fair, reasonable, and adequate, or why a judgment should or should not be entered hereon, or the Fee and Expense Award or Service Award should not be awarded. However, no GoHealth shareholder shall be heard or entitled to contest the approval of the Settlement, or, if approved, the Judgment to be entered thereon, unless that GoHealth shareholder has caused to be filed, and served on counsel as noted below: (i) a written notice of objection with the case names and number (*Kreuser v. Jones et al*, Case No. 1:21-cv-02716 (N.D. Ill.)); (ii) the Person's name, legal address, and telephone number; (iii) notice of whether such Person intends to appear at the Settlement Hearing and the reasons such Person desires to appear and be heard, and whether such Person is represented by counsel and if so, contact information for counsel; (iv) competent evidence that such Person held shares of GoHealth common stock as of the date of the Stipulation and continues to hold such stock as of the date the objection is made, including the date(s) such shares were acquired; (v) a statement of objections to any matters before the Court, the grounds therefor, as well as all documents or writings such Person desires the Court to consider; and (vi) the identities of any witnesses such Person plans on calling at the Settlement Hearing, along with a summary description of their expected testimony.

11. At least twenty-one (21) days prior to the Settlement Hearing, any such person must file the written objection(s) and corresponding materials with the Clerk of the Court, U.S. District Court for the Northern District of Illinois, Eastern Division, 219 South Dearborn Street, Chicago, Illinois 60604 and serve such materials by that date, on each of the following Parties' counsel:

Counsel for Plaintiff:

THE BROWN LAW FIRM, P.C.
Timothy Brown
767 Third Avenue, Suite 2501
New York, NY 10017

Counsel for Defendants:

MAYER BROWN LLP
Jacqueline M. Vallette
333 S. Grand Avenue, 47th Floor
Los Angeles, CA 90071

12. Only shareholders who have filed with the Court and sent to the Parties' counsel valid and timely written notices of objection and notices of appearance will be entitled to be heard at the hearing unless the Court orders otherwise.

13. Any Person or entity who fails to appear or object in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement and to the Fee and Expense Award and Service Award, unless otherwise ordered by the Court, but shall be forever bound by the Judgment to be entered and the releases to be given as set forth in the Stipulation.

14. Plaintiff shall file his motion for final approval of the Settlement at least twenty-eight (28) days prior to the Settlement Hearing. If there is any objection to the Settlement, the deadline to file a response to the objection(s) is at least seven (7) days prior to the Settlement Hearing.

15. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation and this Preliminary Approval Order.

16. This Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to GoHealth shareholders.

17. Neither the Stipulation (whether or not consummated), nor any of its terms or provisions, nor entry of the Judgment, nor any document or exhibit referred or attached to the

Stipulation, nor any action taken to carry out the Stipulation, is, may be construed as, or may be used as evidence of any presumption, concession, or admission of the validity of any of the claims released herein or an admission by or against Defendants of any fault, wrongdoing, or concession of liability whatsoever.

18. The Court may, in its discretion, change the date and/or time of the Settlement Hearing without further notice to Current GoHealth Shareholders. Any Current GoHealth Shareholder (or his, her or its counsel) who wishes to appear at the Settlement Hearing should consult the Court's calendar or the investor relations portion of the Company's website, for any change in the date and/or time of the Settlement Hearing. The Court may approve the Settlement and any of its terms, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Current GoHealth Shareholders. The Court retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

DATED:

HONORABLE JEREMY C. DANIEL
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MATTHEW KREUSER, Derivatively on Behalf
of GOHEALTH, INC.,

Plaintiff,

v.

CLINTON P. JONES, TRAVIS J.
MATTHIESEN, BRANDON M. CRUZ,
JOSEPH G. FLANAGAN, HELENE D.
GAYLE, JEREMY W. GELBER, ANITA V.
PRAMODA, MIRIAM A. TAWIL, and
ALEXANDER E. TIMM,

Defendants,

and

GOHEALTH, INC.,

Nominal Defendant.

Case No. 1:21-cv-02716

EXHIBIT C

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF
SHAREHOLDER DERIVATIVE ACTION**

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF GOHEALTH, INC. (“GOHEALTH” OR THE “COMPANY”) COMMON STOCK AS OF DECEMBER 19, 2025.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT AND DISMISSAL WITH PREJUDICE OF SHAREHOLDER DERIVATIVE LITIGATION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS.

IF THE COURT APPROVES THE SETTLEMENT OF THE DERIVATIVE ACTION, CURRENT GOHEALTH SHAREHOLDERS WILL BE FOREVER BARRED FROM CONTESTING THE APPROVAL OF THE PROPOSED SETTLEMENT AND DISMISSAL WITH PREJUDICE, AND FROM PURSUING RELEASED CLAIMS.

THIS ACTION IS NOT A “CLASS ACTION.” THUS, THERE IS NO COMMON FUND UPON WHICH YOU CAN MAKE A CLAIM FOR A MONETARY PAYMENT.

PLEASE TAKE NOTICE that this action is being settled on the terms set forth in a Stipulation and Agreement of Settlement dated December 19, 2025 (the “Stipulation”). All capitalized terms that are not otherwise defined shall have the definitions as set forth in the Stipulation. The purpose of this Notice is to inform you of:

- the existence of the above-captioned derivative action pending in the United States District Court for the Northern District of Illinois (the “Court”), captioned *Kreuser v. Jones et al*, Case No. 1:21-cv-02716 (N.D. Ill.) (the “Action”);
- the proposed settlement between Plaintiff and Defendants (together, “Parties”) reached in the Action (the “Settlement”),
- the hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and dismissal of the Action with prejudice,
- Plaintiff’s Counsel’s application to the Court for a Fee and Expense Award to be paid by GoHealth’s insurers, and
- Plaintiff’s Counsel’s application to the Court for a case Service Award to the Plaintiff.

This Notice describes what steps you may take in relation to the Settlement. This Notice is not an expression of any opinion by the Court about the truth or merits of Plaintiff’s claims or Defendants’ defenses. This Notice is solely to advise you of the proposed Settlement of the Action and of your rights in connection with the proposed Settlement.

Summary

On December 19, 2025, GoHealth, in its capacity as a nominal defendant, entered into the Stipulation to resolve the Action, which Stipulation was filed in the Court. The Action was brought derivatively on behalf of GoHealth against certain current and former directors and officers of the Company. GoHealth was named as a nominal defendant in the Action. The Stipulation, and the settlement contemplated therein (the “Settlement”), subject to the approval of the Court, are intended by the Parties to fully, finally, and forever compromise, resolve, discharge, and settle the Released Claims and to result in the complete dismissal of the Action with prejudice, upon the terms and subject to the conditions set forth in the Stipulation. The proposed Settlement requires adoption and maintenance by GoHealth of certain corporate governance reforms and procedures, as outlined in Exhibit A to the Stipulation (the “Reforms”), subject to Court approval.

In recognition of the substantial benefits conferred upon GoHealth as a result of the Reforms achieved through the prosecution and Settlement of the Action, the Parties agreed on October 16, 2025 that GoHealth’s insurers shall pay to Plaintiff’s Counsel attorneys’ fees and expenses in the amount of eight hundred seventy-five thousand dollars (\$875,000.00) (the “Fee and Expense Award”), subject to Court approval. Plaintiff’s Counsel shall also apply to the Court for a service award to be paid to the Plaintiff in an amount of up to two thousand dollars (\$2,000.00) (the “Service Award”), to be paid out of the Fee and Expense Award.

This notice is a summary only and does not describe all of the details of the Stipulation and its exhibits. For full details of the matters discussed in this notice, please see the full Stipulation and its exhibits posted on the investor relations portion of the Company’s website, [www.https://investors.gohealth.com/](https://investors.gohealth.com/), contact Plaintiff’s Counsel as set forth below, or inspect the full Stipulation and its exhibits filed with the Clerk of the Court.

What is the Lawsuit About?

The Action is brought derivatively on behalf of nominal defendant GoHealth and alleges that, among other things, beginning on July 14, 2020, at least, the Individual Defendants breached their fiduciary duties by causing GoHealth to make misrepresentations and fail to disclose to shareholders that, among other things: (1) the source of the Company’s revenue growth and enhanced financial metrics was the result of an unsustainable business approach, whereby GoHealth significantly increased focus on only two Medicare insurance carriers; and (2) the Defendants had intended for 2020 to be an “investment year” for GoHealth, which involved substantial and fast carrier expansion in GoHealth’s Medicare business along with a heightened dependence on non-commissionable Medicare “Special Needs Plans,” both of which would have adverse effects on certain of the Company’s key financial metrics. Defendants have denied and continue to deny each and all of the claims and contentions alleged by Plaintiff in the Action.

Why is there a Settlement of the Action?

The Court has not decided in favor of Defendants or the Plaintiff. Instead, the Parties agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and because the Parties agree, and the Company determined, that adoption, implementation, and maintenance of

the Reforms by the Company as part of the Settlement provide substantial benefits to GoHealth and its shareholders.

Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Plaintiff in the Action. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Nonetheless, Defendants have concluded that it is desirable for the Action to be fully and finally settled in the matter and upon the terms and conditions set forth in this Stipulation.

The Settlement Hearing, and Your Right to Object to the Settlement

The Court entered an order preliminarily approving the Stipulation and the Settlement contemplated therein (the “Preliminary Approval Order”) and providing for notice of the Settlement to be provided to current GoHealth shareholders who owned GoHealth stock as of December 19, 2025 (“Current GoHealth Shareholders”). The Preliminary Approval Order further provides that the Court will hold a hearing (the “Settlement Hearing”) on _____, 2026 at ____:____.m. before the Honorable Jeremy C. Daniel at the U.S. District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604 to, among other things: (i) determine whether the proposed Settlement is fair, reasonable and adequate and in the best interests of the Company and its shareholders; (ii) consider any objections to the Settlement submitted in accordance with this Notice; (iii) determine whether a judgment should be entered dismissing all claims in the Action with prejudice, and releasing the Released Claims against the Released Persons; (iv) determine whether the Court should approve the agreed-to Fee and Expense Award; (v) determine whether the Court should approve the Service Award to the Plaintiff, which shall be funded from the Fee and Expense Award; and (vii) consider any other matters that may properly be brought before the Court in connection with the Settlement. Upon final approval of the Settlement, the Action will be dismissed with prejudice.

The Court may, in its discretion, change the date or time of the Settlement Hearing without further notice to you. If you intend to attend the Settlement Hearing, please consult the Court’s calendar or the investor relations portion of the Company’s website, <https://investors.gohealth.com/>, for any change in the date or time of the Settlement Hearing.

Any Current GoHealth Shareholder who wishes to object to the fairness, reasonableness, or adequacy of the Settlement as set forth in the Stipulation, or to the Fee and Expense Award or Service Award, may file with the Court a written objection. An objector must, at least twenty-one (21) days prior to the Settlement Hearing: (1) file with the Clerk of the Court and serve (either by hand delivery or by first class mail) upon the below listed counsel a written objection to the Settlement setting forth (i) a written notice of objection with the case name and number (*Kreuser v. Jones, et al.*, Case No. 1:21-cv-02716 (N.D. Ill.)); (ii) the Person’s name, legal address, and telephone number; (iii) notice of whether such Person intends to appear at the Settlement Hearing and the reasons such Person desires to appear and be heard, and whether such Person is represented by counsel and if so, contact information for counsel; (iv) competent evidence that such Person held shares of GoHealth common stock as of the date of the Stipulation and continues to hold such stock as of the date the objection is made, including the date(s) such shares were acquired; (v) a

statement of objections to any matters before the Court, the grounds therefor, as well as all documents or writings such Person desires the Court to consider; and (vi) the identities of any witnesses such Person plans on calling at the Settlement Hearing, along with a summary description of their expected testimony. Any objector who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall be foreclosed from raising any objection to the Settlement and shall not be permitted to appear at the Settlement Hearing, except for good cause shown.

IF YOU MAKE A WRITTEN OBJECTION, IT MUST BE RECEIVED BY THE CLERK OF THE COURT NO LATER THAN _____, 2026. The Clerk's address is:

Clerk of the Court,
U.S. District Court for the Northern District of Illinois
Eastern Division
219 South Dearborn Street
Chicago, Illinois 60604

YOU ALSO MUST DELIVER COPIES OF THE MATERIALS TO PLAINTIFF'S COUNSEL AND DEFENDANTS' COUNSEL SO THEY ARE RECEIVED NO LATER THAN _____, 2026. Counsel's addresses are:

Counsel for Plaintiff:

THE BROWN LAW FIRM, P.C.
Timothy Brown
767 Third Avenue, Suite 2501
New York, NY 10017

Counsel for Defendants:

MAYER BROWN LLP
Jacqueline M. Vallette
333 S. Grand Avenue, 47th Floor
Los Angeles, CA 90071

An objector may file an objection on his, her, or its own or through an attorney hired at his, her, or its own expense. If an objector hires an attorney to represent him, her, or it for the purposes of making such objection, the attorney must serve (either by hand delivery or by first class mail) a notice of appearance on the counsel listed above and file such notice with the Court no later than twenty-one (21) days before the Settlement Hearing. Any GoHealth shareholder who does not timely file and serve a written objection complying with the above terms shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred.

Any objector who files and serves a timely, written objection in accordance with the instructions above, may appear at the Settlement Hearing either in person or through counsel

retained at the objector's expense. Objectors need not attend the Settlement Hearing, however, in order to have their objections considered by the Court.

If you are a Current GoHealth Shareholder and do not take steps to appear in this action and object to the proposed Settlement, you will be bound by the Judgment of the Court and will forever be barred from raising an objection to the settlement in the Action, and from pursuing any of the Released Claims.

CURRENT GOHEALTH SHAREHOLDERS AS OF DECEMBER 19, 2025 WHO HAVE NO OBJECTION TO THE SETTLEMENT DO NOT NEED TO APPEAR AT THE SETTLEMENT HEARING OR TAKE ANY OTHER ACTION.

Interim Stay and Injunction

Pending the Court's determination as to final approval of the Settlement, Plaintiff and Plaintiff's Counsel, and any GoHealth shareholders, derivatively on behalf of GoHealth, are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any derivative action asserting any Released Claims derivatively against any of the Released Persons in any court or tribunal.

Scope of the Notice

This Notice is a summary description of the Action, the complaint, the terms of the Settlement, and the Settlement Hearing. For full details of the matters discussed in this summary, please see the full Stipulation and its exhibits posted on the investor relations portion of the Company's website, <https://investors.gohealth.com/>, contact Plaintiff's Counsel as set forth below, or inspect the full Stipulation and its exhibits filed with the Clerk of the Court.

* * *

You may obtain further information by contacting Plaintiff's Counsel at: Timothy Brown, The Brown Law Firm, P.C., 767 Third Avenue, Suite 2501, New York, NY 10017, Telephone: (516) 922-5427, E-mail: tbrown@thebrownlawfirm.net. **Please Do Not Call the Court or Defendants with Questions About the Settlement.**

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MATTHEW KREUSER, Derivatively on Behalf
of GOHEALTH, INC.,

Plaintiff,

v.

CLINTON P. JONES, TRAVIS J.
MATTHIESEN, BRANDON M. CRUZ,
JOSEPH G. FLANAGAN, HELENE D.
GAYLE, JEREMY W. GELBER, ANITA V.
PRAMODA, MIRIAM A. TAWIL, and
ALEXANDER E. TIMM,

Defendants,

and

GOHEALTH, INC.,

Nominal Defendant.

Case No. 1:21-cv-02716

EXHIBIT D

**SUMMARY NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF
SHAREHOLDER DERIVATIVE ACTION**

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF GOHEALTH, INC. (“GOHEALTH” OR THE “COMPANY”) COMMON STOCK AS OF DECEMBER 19, 2025.

PLEASE READ THIS SUMMARY NOTICE CAREFULLY AND IN ITS ENTIRETY AS YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THE LITIGATION.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23.1 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of Illinois (the “Court”) that the above-captioned shareholder derivative action (the “Action”), is being settled on the terms set forth in a Stipulation and Agreement of Settlement dated December 19, 2025 (the “Stipulation”).

The Action alleges claims that, among other things, beginning on July 14, 2020, at least, the Individual Defendants¹ breached their fiduciary duties by causing the Company to make misrepresentations and fail to disclose to shareholders that, among other things: (1) the source of the Company’s revenue growth and enhanced financial metrics was the result of an unsustainable business approach, whereby GoHealth significantly increased focus on only two Medicare insurance carriers; and (2) the Defendants had intended for 2020 to be an “investment year” for GoHealth, which involved substantial and fast carrier expansion in GoHealth’s Medicare business along with a heightened dependence on non-commissionable Medicare “Special Needs Plans,” both of which would have adverse effects on certain of the Company’s key financial metrics. Defendants have denied and continue to deny each and all of the claims and contentions alleged by Plaintiff in the Action.

Pursuant to the terms of the Settlement, GoHealth agrees to the implementation and maintenance of certain corporate governance reforms that are outlined in Exhibit A to the Stipulation (the “Reforms”). The Reforms shall be maintained for three (3) years. GoHealth acknowledges and agrees that the filing, pendency, and settlement of the Action was a material precipitating factor in the Company’s implementation of the Reforms, and that such Reforms confer substantial benefits on GoHealth and GoHealth’s shareholders.

In light of the substantial benefits conferred upon the Company and its shareholders, GoHealth’s insurers agreed to pay Plaintiff’s Counsel certain attorneys’ fees and expenses (“Fee and Expense Award”). Defendants also agreed not to object to Plaintiff’s request for the Court to approve a Service Award for the Plaintiff, to be paid from the Fee and Expense Award. On _____, 2026 at __:__.m., a hearing (the “Settlement Hearing”) will be held before the Honorable Jeremy C. Daniel at the U.S. District Court for the Northern District of Illinois, Eastern Division, Everett

¹ All capitalized terms that are not otherwise defined shall have the definitions as set forth in the Stipulation.

McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, for the purpose of determining whether the Settlement should be approved as fair, reasonable, and adequate and whether the Court should approve the agreed-to Fee and Expense Award and the Service Award for Plaintiff.

THIS ACTION IS NOT A “CLASS ACTION.” THUS, THERE IS NO COMMON FUND UPON WHICH YOU CAN MAKE A CLAIM FOR A MONETARY PAYMENT.

This Summary Notice provides a condensed overview of certain provisions of the Stipulation and the full Notice of Pendency and Proposed Settlement of Shareholder Derivative Action (the “Notice”). It is not a complete statement of the events in the Action or the terms set forth in the Stipulation. This summary should be read in conjunction with, and is qualified in its entirety by reference to, the text of the Stipulation. For additional information about the claims asserted in the Action, and the terms of the proposed Settlement, you may inspect the Stipulation and its exhibits and other papers at the Clerk’s office in the Court at any time during regular business hours. In addition, copies of the Stipulation and its exhibits and the Notice are available on the investor relations page of the Company’s website, <https://investors.gohealth.com/>.

The Court may, in its discretion, change the date and/or time of the Settlement Hearing without further notice to you. If you intend to attend the Settlement Hearing, please consult the Court’s calendar or the investor relations page of the Company’s website, <https://investors.gohealth.com/> for any change in the date or time of the Settlement Hearing.

Inquiries about the Action or the Settlement may be made to: Timothy Brown, The Brown Law Firm, P.C., 767 Third Avenue, Suite 2501, New York, NY 10017, Telephone: (516) 922-5427, Email: tbrown@thebrownlawfirm.net.

You may enter an appearance before the Court, at your own expense, individually or through counsel of your choice. If you want to object at the Settlement Hearing, you must be a Current GoHealth Shareholder and you must first comply with the procedures for objecting that are set forth in detail in the Notice. **Any objection to any aspect of the Settlement must be filed with the Clerk of the Court and sent to Plaintiff’s Counsel and Defendants’ Counsel no later than _____, 2026 (21 days before the Settlement Hearing)**, in accordance with the procedures set forth in the Stipulation and the Notice. Any Current GoHealth Shareholder who fails to object in accordance with such procedures will be bound by the Order and Final Judgment of the Court granting final approval to the Settlement and the releases of claims therein, and shall be deemed to have waived the right to object (including the right to appeal) and forever shall be barred, in this proceeding or in any other proceeding, from raising such objection.

CURRENT GOHEALTH SHAREHOLDERS AS OF DECEMBER 19, 2025 WHO HAVE NO OBJECTION TO THE SETTLEMENT DO NOT NEED TO APPEAR AT THE SETTLEMENT HEARING OR TAKE ANY OTHER ACTION.

PLEASE DO NOT CALL THE COURT OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MATTHEW KREUSER, Derivatively on Behalf
of GOHEALTH, INC.,

Plaintiff,

v.

CLINTON P. JONES, TRAVIS J.
MATTHIESEN, BRANDON M. CRUZ,
JOSEPH G. FLANAGAN, HELENE D.
GAYLE, JEREMY W. GELBER, ANITA V.
PRAMODA, MIRIAM A. TAWIL, and
ALEXANDER E. TIMM,

Defendants,

and

GOHEALTH, INC.,

Nominal Defendant.

Case No. 1:21-cv-02716

EXHIBIT E

[PROPOSED] ORDER AND FINAL JUDGMENT

This matter came before the Court for hearing on _____, 2026, to consider approval of the proposed settlement (“Settlement”) set forth in the Stipulation and Agreement of Settlement dated December 19, 2025 (the “Stipulation”). The Court has reviewed and considered all documents, evidence, objections (if any), and arguments presented in support of or against the Settlement. Good cause appearing therefore, the Court enters this Order and Final Judgment (the “Judgment”).

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation.
2. This Court has jurisdiction over the subject matter of the Action, including all matters necessary to effectuate the Settlement, and over all Parties.
3. The Court finds that the notice of the Settlement was published and disseminated in accordance with this Court’s Preliminary Approval Order. This Court further finds that the form and content of the Notice and Summary Notice, as previously preliminarily approved by the Court, and the means of dissemination of the notice of the Settlement fully satisfied the requirements of Rule 23.1 of the Federal Rules of Civil Procedure and the requirements of due process.
4. The Court hereby approves the Settlement set forth in the Stipulation and finds that the Settlement is, in all respects, fair, reasonable, and adequate to each of the Parties, and pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, further finds that the Settlement is in the best interests of GoHealth, Inc. (“GoHealth”) and Current GoHealth Shareholders.

5. The Action and all claims contained therein, as well as all of the Released Claims against Released Persons, are dismissed with prejudice. The Parties are to bear their own costs, except as otherwise provided below.

6. Upon the Effective Date, Plaintiff and all other Current GoHealth Shareholders shall be deemed to have, and by operation of the law and of this Judgment shall have, fully, finally and forever released, relinquished and discharged their right to assert derivatively on behalf of the Company any and all of the Plaintiff's Released Claims (including Unknown Claims) against the Defendants' Released Persons, and shall forever be barred and enjoined from instituting, commencing, or prosecuting derivatively on behalf of the Company any and all of the Plaintiff's Released Claims against the Defendants' Released Persons. In addition, upon that date, GoHealth shall be deemed to have, and by operation of the law and of this Judgment shall have, fully, finally, and forever released, relinquished and discharged its right to assert directly any and all of the Plaintiff's Released Claims against the Defendants' Released Persons, and shall forever be barred and enjoined from instituting, commencing, or prosecuting directly any and all of the Plaintiff's Released Claims against the Defendants' Released Persons. Nothing herein shall in any way impair or restrict the rights of any Party to enforce the terms of the Stipulation.

7. Upon the Effective Date, Defendants shall be deemed to have, and by operation of the law and of this Judgment shall have, fully, finally and forever released, relinquished and discharged any and all of the Defendants' Released Claims against the Plaintiff's Released Persons, and shall forever be barred and enjoined from instituting, commencing, or prosecuting any and all of the Defendants' Released Claims against the Plaintiff's Released Persons. Nothing herein shall in any way impair or restrict the rights of any Party to enforce the terms of the Stipulation.

8. During the course of the litigation, all parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure, and all other similar laws or statutes.

9. The Court hereby approves the sum of eight hundred seventy-five thousand dollars (\$875,000.00) for the payment of Plaintiff's Counsel's attorneys' fees and expenses in the Action (the "Fee and Expense Award") and finds that the Fee and Expense Award is fair and reasonable. No other fees, costs, or expenses may be awarded to Plaintiff's Counsel in connection with the Settlement.

10. The Court hereby approves the Service Award of two thousand dollars (\$2,000.00) for the Plaintiff to be paid from the Fee and Expense Award in recognition of Plaintiff's participation and effort in the prosecution of the Action.

11. Neither this Stipulation (whether or not consummated), including the exhibits hereto, the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith): (i) shall be offered against any of the Defendants' Released Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Released Persons with respect to the truth of any fact alleged by Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Released Persons or in any way referred to for any other reason as against any of the Defendants' Released Persons, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the Settlement; or (ii) shall be offered

against any of the Plaintiff's Released Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiff's Released Persons that any of Plaintiff's claims are without merit, that any of the Defendants had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement consideration or with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiff's Released Persons, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the Settlement; provided, however, that the Parties, the Released Persons, and their respective counsel may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction with respect to implementation and enforcement of the terms of the Stipulation.

13. Pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Stipulation and Settlement in all respects, and orders the Parties to perform its terms to the extent the Parties have not already done so.

14. This Judgment is a final judgment, and the Court finds that no just reason exists for delay in entering the Judgment in accordance with the Stipulation. Accordingly, the Clerk is hereby directed to enter this Judgment forthwith in accordance with Rule 58 of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

DATED:

HONORABLE JEREMY C. DANIEL
UNITED STATES DISTRICT JUDGE