



FACT

FOUNDATION FOR
ACCOUNTABILITY
AND CIVIC TRUST

July 17, 2025

Matthew R. Galeotti
Acting Assistant Attorney General
Criminal Division
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Dear Acting Assistant Attorney General Galeotti,

The Foundation for Accountability and Civic Trust (FACT) is a nonprofit organization dedicated to promoting accountability, ethics, and transparency in government and civic arenas. We achieve this mission by hanging a lantern over public officials who put their own interests over the interests of the public good.

Rep. Shelia Cherfilus-McCormick is the subject of numerous ethics and legal investigations by the Office of Congressional Ethics and House Ethics Committee, which found evidence that she accepted campaign contributions linked to an official action, accepted illegal in-kind campaign contributions, dispensed special favors to friends, misrepresented the source of campaign contributions, and requested community project funding to be directed to a for-profit entity.¹ Not only are these serious ethics concerns, but, if true, they are likely serious criminal violations.

In addition to the above issues raised by the OCE, in March 2025 our organization filed another complaint with the OCE seeking an investigation of Cherfilus-McCormick.² In brief summary, while she was running for congress and the CEO of Trinity Health Care Services in 2021, the state of Florida mistakenly overpaid the company \$5.8 million. This overpayment was 100 times greater than Trinity knew it should have received, and it simply could not have gone undetected by Trinity. Around the same time as the State's overpayment, Cherfilus-McCormick's income increased suddenly and dramatically by more than \$6 million (all from businesses related to her, her family members, and Trinity), **and** she loaned millions of dollars to her then on-going congressional campaign. Despite the increase in income, her assets did not notably increase as shown on her congressional financial disclosure reports. The facts, timeline, and dollar amounts

¹ Office of Congressional Ethics, *Report Review No. 24-7241*, available at: <https://ethics.house.gov/wp-content/uploads/2025/05/OCE-Report-20240529.pdf>.

² See attached complaint filed with the Office of Congressional Ethics.

appear plainly incriminating. Thus, Cherfilus-McCormick was “alleged to have retained the funds and potentially used them to finance her 2021 congressional campaign.”³

A recent settlement agreement between the state of Florida and Trinity Health Care Services is further evidence she did so. In June 2024, the State had discovered the overpayment and when Trinity refused to return the funds, it filed a lawsuit.⁴ Recently, in April 2025, Trinity entered into a settlement with the state and agreed to return \$5,624,659.43.⁵ Notably, the company did not agree to return the funds immediately and instead set up a payment plan that extends over 15 years.⁶ Not only does this show the \$5 million was such a significant amount for the company that it needed 15 years of quarterly payments to obtain and return the funds, but also that Trinity did not keep the \$5 million overpayment. Although the evidence above suggests what happened to the \$5 million, the Justice Department is in a unique position to discover the truth of the matter.

We write today to bring this to your attention as the egregious facts and ample evidence in this case certainly demand a criminal investigation. Holding public office is a sacred public trust, one that must be fiercely guarded and maintained. Both the criminal campaign finance laws and laws surrounding public corruption enforce this principle and are integral in maintaining our democracy.

Sincerely,

/s/Kendra Arnold

Kendra Arnold
Executive Director
Foundation for Accountability & Civic Trust
1717 K Street NW, Suite 900
Washington, D.C. 20006

³ *Fla. Div. of Emergency Mgmt. v. Trinity Healthcare Servs., LLC*, Complaint, Florida Second Judicial Circuit Court (Dec. 30, 2024) (see attached); *Rep. Sheila Cherfilus-McCormick Faces Scrutiny Over \$5M Pandemic Funds*, The Miami Times (Updated Jan. 15, 2025), available at: https://www.miamitimesonline.com/news/local/rep-sheila-cherfilus-mccormick-faces-scrutiny-over-5m-pandemic-funds/article_f3a11032-cf94-11ef-9792-9741d220ef4d.html.

⁴ *Id.*

⁵ *Fla. Div. of Emergency Mgmt. v. Trinity Healthcare Servs., LLC*, Mediated Settlement (April 9, 2025) (see attached); *After decimal error cost Florida \$5M in COVID vendor deal, company agrees to repay state*, Tallahassee Democrat (Updated Jun. 10, 2025), available at: <https://www.tallahassee.com/story/news/local/state/2025/06/09/state-settles-after-5m-overpayment-on-50k-covid-contract/84112739007/>

⁶ *Id.*



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March 17, 2025

Omar Ashmawy
Chief Counsel
Office of Congressional Ethics
U.S. House of Representatives
P.O. Box 895
Washington, DC 20515-0895
Email: oce@mail.house.gov

RE: Rep. Sheila Cherfilus-McCormick (20th District of Florida)

Dear Mr. Ashmawy:

The Foundation for Accountability and Civic Trust (FACT) is a nonprofit organization dedicated to promoting accountability, ethics, and transparency in government and civic arenas. We request the Office of Congressional Ethics (OCE) immediately extend its investigation into Representative Cherfilus-McCormick. Since her election to Congress, Rep. Cherfilus-McCormick has been the subject of multiple investigations by the House Ethics Committee.¹ In January 2025, additional evidence was revealed after a lawsuit was brought by the State of Florida. According to the Florida lawsuit, the State mistakenly overpaid Trinity Health Care Services \$5.8 million while Cherfilus-McCormick was the CEO of the company and she is “alleged to have retained the funds and potentially used them to finance her 2021 congressional

¹ On September 25th, 2023, the OCE made a referral to the Committee on Ethics regarding Rep. Sheila Cherfilus-McCormick, which involved: (1) violations of campaign finance laws in connection with her 2022 special election campaign and 2022 re-election campaign; (2) failure to properly disclose required information on statements with the House; (3) services for official work from an individual not employed in her congressional office. OCE, *OCE Referral Regarding Rep. Shelia Cherfilus-McCormick*, <https://oce.house.gov/reports/investigations/oce-referral-regarding-rep-sheila-cherfilus-mccormick-1> (Sept. 25, 2024); U.S. House of Reps. Office of Congressional Ethics, *Report*, Review No. 23-7239, pg. 8. In 2023, the Committee on Ethics established an Investigative Subcommittee based on the OCE’s referral. *Id.*

On May 29, 2024, the OCE transmitted a second referral to the Committee on Ethics regarding Rep. Shelia Cherfilus-McCormick, which involved (1) improper conduct in connection with community project funding requests; (2) misuse of official funds for campaign purposes; and (3) violations of campaign finance laws and regulations in connection with her 2024 re-election campaign. *Id.* On June 25, 2024, the Ethics Committee announced it expanded its investigation based upon the second OCE referral. *Id.* The second referral report by the OCE will become public by May 29, 2025. *Id.*

campaign.”² This is because around the same time as the State’s overpayment, Cherfilus-McCormick’s income increased suddenly and dramatically by more than \$6 million (all from businesses related to her, her family members, and Trinity) **and** she loaned millions of dollars to her campaign. We request the OCE investigate to determine whether Cherfilus-McCormick violated additional House Ethics Rules.

Facts. In 2021, Rep. Cherfilus-McCormick was elected to Congress to represent Florida’s 20th Congressional District.³ She had previously run unsuccessfully against incumbent Alcee Hastings in 2018 and again in 2020.⁴ After Rep. Hastings death in 2021, a special primary election was held. On June 2nd, 2021, Cherfilus-McCormick announced her campaign in the special primary election,⁵ during which she “loaned her campaign more than \$3.7 million and far outspent the other Democrats in the race.”⁶ Cherfilus-McCormick, after a recount, won the race by just five votes,⁷ and in November 2021 she won the general election.⁸ In total she would eventually loan her campaign in excess of \$6.2 million.⁹

For over a decade prior to her election, Cherfilus-McCormick was the CEO of her family’s health care company, Trinity Health Care Services (Trinity).¹⁰ Recently, the state of Florida filed a lawsuit against Trinity to recover nearly \$5.8 million in accidental overpayments that were made while she was the CEO. According to the *Miami Times*, she is “alleged to have retained the funds and potentially used them to finance her 2021 congressional campaign.”¹¹

² *Fla. Div. of Emergency Mgmt. v. Trinity Healthcare Servs., LLC*, Complaint, Florida Second Judicial Circuit Court (Dec. 30, 2024) (see attached); *Rep. Sheila Cherfilus-McCormick Faces Scrutiny Over \$5M Pandemic Funds*, The Miami Times (Updated Jan. 15, 2025), available at: https://www.miamitimesonline.com/news/local/rep-sheila-cherfilus-mccormick-faces-scrutiny-over-5m-pandemic-funds/article_f3a11032-cf94-11ef-9792-9741d220ef4d.html.

³ *Health CEO Leads After Recount in Florida Congressional Race*, The Associated Press (Nov. 12, 2021 6:14 PM CST), available at: <https://apnews.com/general-news-9a1d761dbdfad759df240d5ff0a569a3>.

⁴ *Id.*

⁵ U.S. House of Reps. Office of Cong. Ethics, Report, Review No. 23-7239, pg. 15.

⁶ *Health CEO Leads After Recount in Florida Cong. Race*, [The Associated Press](#) (Nov. 12, 2021 6:14 PM CST).

⁷ *Id.*

⁸ U.S. House of Reps. Office of Cong. Ethics, Report, Review No. 23-7239, pg. 8.

⁹ [Federal Election Commission](#), Accessed Mar. 11, 2025.

¹⁰ Sheila Cherfilus-McCormick, [LinkedIn](#), accessed Mar. 11, 2025.

¹¹ *Rep. Sheila Cherfilus-McCormick Faces Scrutiny Over \$5M Pandemic Funds*, [The Miami Times](#), (Updated Jan. 15, 2025).

The lawsuit brought by the State details that, beginning in March 2021, the Florida Division of Emergency Management contracted with Trinity to employ health canvassers that would perform vaccination registrations and vaccinations to help with the State's response to the COVID-19 pandemic.¹² On June 28, 2021, the State should have paid Trinity approximately \$50,000, but due to a clerical error it instead paid Trinity over \$5 million.¹³ Trinity accepted the payment that was **a hundred times greater than it knew it should have received**.¹⁴ When the State later discovered the \$5 million overpayment, it reviewed the other payments it had made to Trinity and discovered that it had actually overpaid Trinity a total of \$5,778,316.¹⁵ The State notified Trinity of the overpayments in June 2024 and requested that the company immediately repay the excess amount, as required by Florida state law.¹⁶ Trinity did not do so, leading Florida to file a lawsuit in December 2024.¹⁷ In their suit, the State of Florida alleges that Trinity "took advantage of the state of the emergency the entire country was encountering due to the COVID-19 pandemic and knowingly processed" these overpayments.¹⁸

In 2021, during the time the overpayments were made and her special election campaign was taking place, Cherfilus-McCormick reported a significant \$6 million increase in income compared to the previous year.¹⁹ While she reported a salary of \$86,000 from Trinity in 2021 (which was the same as the year before), she also reported additional income coming from three

¹² *Florida Division of Emergency Management v. Trinity Healthcare Services, LLC*, Complaint, [Florida Second Judicial Circuit Court](#) (Dec. 30, 2024).

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ U.S. House of Reps. Office of Congressional Ethics, Report, Review No. 23-7239, pg. 20.

LLCs, all of which were linked to her, her family members, and Trinity.²⁰ The majority of the increased income, about \$5.7 million, came from SCM Consulting, which was wholly owned by Cherfilus-McCormick. According to her disclosures, she earned the \$5.7 million for “consulting fees and profit sharing fees received for work by Trinity Health Care Services, Inc.”²¹

Despite seeing this influx in income, Cherfilus-McCormick reported only having between \$218,007 and \$545,000 in assets in 2022, and her liabilities remained between \$150,002-\$350,000 (the same as 2021).²² The OCE’s investigation found that this was because “during the 2021-2022 special election cycle, Rep. Cherfilus-McCormick reportedly loaned her campaign millions of dollars.”²³ Indeed, according to FEC records, she loaned her campaign more than \$6.2 million dollars during the 2022 special election, \$3.9 million of which clearly came after the State of Florida made its \$5 million overpayment.²⁴ She also loaned her campaign \$2 million on June 24, 2021—just days prior to Trinity officially receiving Florida’s overpayment (June 28, 2021).²⁵

²⁰ *Id.* Specifically, the OCE found the Cherfilus-McCormick’s increased income came from the following sources:

a. \$5,745,792.96 from SCM Consulting for ‘consulting fees and profit-sharing fees received for work for Trinity Health Care Services, Inc.’ SCM Consulting was a Florida LLC wholly owned by Rep. Cherfilus-McCormick. It was registered with Florida’s Department of State on March 12, 2021 and voluntarily dissolved on October 31, 2022.

b. \$500,000 from EC Firm LLC for ‘consulting fees and profit sharing fees received for work for Trinity Health Care Services, Inc. EC Firm LLC is a Florida LLC in which Rep. Cherfilus-McCormick owns a 50% interest. The manager and registered agent of EC Firm, LLC is Edwin Cherfilus, Rep. Cherfilus-McCormick’s brother. EC Firm was registered with Florida’s Department of State on March 11, 2021.

c. \$111,720 from Trinity Health Care Services, Inc. for ‘consulting fees.’ Trinity Health Care Services Ind. is a Florida LLC originally incorporated in 1994. Gabriel Smith, Rep. Cherfilus-McCormick’s father is the registered agent of this entity, and Mr. Smith and Marie Smith (the Representative’s mother) are the entity’s authorized representatives and managers.”

Id. pg. 20-21.

²¹ *Id.* pg. 15.

²² “Subsequently, in her 2022 financial disclosure, Rep. Cherfilus-McCormick reported the total value of her assets, including bank accounts, to be between \$218,007-\$545,000, while her liabilities (student loan debt) remained between \$150,002-\$350,000.” *Id.* at 21-22.

²³ *Id.* pg. 21.

²⁴ [Federal Election Commission](#), accessed March 11, 2025.

²⁵ *Id.*

The amount of loans in 2022 stand in stark contrast to the approximately \$20,000 and \$50,000 Cherfilus-McCormick provided (both loans and contributions) to her 2018 and 2020 campaigns, respectively.²⁶

Law. Members have a responsibility to ensure that any organization under their control follow applicable law.²⁷ Under the rules, a Member must ensure that any organizations over which he or she exercises control (including the Member’s authorized campaign committee, leadership PAC, or business) operate in compliance with the applicable law.²⁸ The manual further makes it clear that ignorance of the law does not excuse its breach. Rather, the Member has an affirmative duty to consult with a private attorney in order to ensure compliance with the law.²⁹ Additionally, Members are prohibited from engaging in certain professions that provide services involving a fiduciary relationship, which bans such services as “consulting and advising.”³⁰ Additionally, Members are required to “conduct themselves at all times in a manner that reflects creditably on the House.”³¹

Analysis. The facts, the timeline, and the dollar amounts appear plainly incriminating themselves and demand further investigation by the OCE. Cherfilus-McCormick has been running for a seat in Congress since 2018 and announced her third campaign on June 2, 2021. Shortly after her announcement in June 2021, while she was the CEO of Trinity, the State of Florida mistakenly overpaid Trinity over \$5 million and then made additional overpayments in the months following. The size of the overpayments (100 times greater than what Trinity knew it should have received from the State) simply could not have gone undetected by Trinity. The company that Cherfilus-McCormick controlled did not return the funds as required by State law. Thus, it appears an organization under her control did not follow applicable law in violation of House Ethics rules.

Additionally there is very compelling evidence indicating Cherfilus-McCormick may have used the funds Trinity wrongly received from the State for her federal congressional campaign. Around the time of the State’s overpayment and in the months following, she reported a massive increase in income tied to “consulting fees and profit-sharing fees received for work for Trinity Health Care Services, Inc.” She also began dumping millions of dollars into her campaign, far exceeding the amounts she provided during her 2020 and 2018 runs.³² The use of the State’s

²⁶ *Id.*

²⁷ U.S. House of Reps. Comm. On Ethics, [House Ethics Manual](#), pg. 132 (December 2022 Print.)

²⁸ *Id.*

²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.* pg. 1, 12 (citing House Rule 23, clause 1).

³² U.S. House of Reps. Office of Congressional Ethics, Report, Review No. 23-7239, pg. 20.

funds for her federal campaign would be a violation of federal election laws and would also violate House Ethics rules.

Finally, Members are prohibited from engaging in certain professional services, including “consulting and advising.” In SCM Consulting’s articles of organization, Rep. Cherfilus-McCormick represented that the purpose of SCM Consulting Group, LLC is for “business and healthcare consulting.”³³ She continued to be the sole owner of the business and its registered agent after she was elected to Congress. Thus, in addition to everything listed above, it appears that she was also engaged in a prohibited profession.

It is the Office of Congressional Ethics duty to ensure that federal law and ethics rules are applied to each Representative. The evidence in this case quite clearly demands an investigation to determine whether Rep. Cherfilus-McCormick violated House Ethics rules and federal campaign finance laws.

To the best of my knowledge and ability, all evidence submitted was not obtained in violation of any law, rule, or regulation. Further, I am aware that the False Statements Act, 18 U.S.C. § 1001, applies to information submitted to the Office of Congressional Ethics.

Sincerely,

/s/Kendra Arnold

Kendra Arnold
Executive Director
Foundation for Accountability & Civic Trust
1717 K Street NW, Suite 900,
Washington, D.C., 20006

³³ *Id.* pg. 15.

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

FLORIDA DIVISION OF
EMERGENCY MANAGEMENT,

Plaintiff,

v.

Case No.: 2024 CA 002181

Division:

TRINITY HEALTHCARE SERVICES, LLC,

Defendant.

COMPLAINT

Plaintiff, Florida Division of Emergency Management (“FDEM”), hereby sues Defendant, Trinity Healthcare Services, LLC (“Trinity”) and alleges:

Jurisdiction, Parties, and Venue

1. This Court has jurisdiction over the claims stated as the amounts in controversy exceed \$50,000.00.
2. FDEM is a State of Florida agency headquartered in Tallahassee, Florida.
3. Trinity is a Florida limited liability company with its principal address in Miramar, Florida.
4. Venue is proper in Leon County, Florida, because FDEM, a Florida agency, is headquartered in Leon County, Florida, and Trinity agreed to a venue selection provision in the relevant contracts.¹

¹ See paragraphs 6, 7, and 10 below.

Facts

5. This lawsuit relates to Trinity's improper attempt to retain overpayments of invoices that it did not earn and to which it is not entitled in law or equity.

6. Beginning in 2021, the parties began working together in response to the worldwide COVID-19 pandemic. FDEM hired Trinity as a contractor to provide COVID-19 vaccinations and employ canvassers to perform vaccination registrations. Pursuant to this business relationship, Trinity would invoice FDEM for services provided and FDEM promptly made all payments pursuant to purchase orders.²

7. On March 4, 2021, FDEM and Trinity entered into a contract for Trinity to continue to employ community health canvassers to perform vaccination registrations and vaccines.³

8. However, on June 28, 2021, due to a clerical error, FDEM sent an overpayment of \$5,057,850.00 to Trinity, rather than for the correct invoice amount of \$50,578.50—reflecting an overpayment of \$5,007,271.50.

9. Trinity took advantage of the state of emergency the entire country was encountering due to the COVID-19 pandemic and knowingly processed an invoice more than 100 times its typical invoice size.

10. Shortly thereafter, FDEM became aware of this clerical error that resulted in the \$5,007,271.50 overpayment and discovered several other overpaid invoices totaling \$5,778,316.45.

² See Exhibit "A." (Purchase Order").

³ See Exhibit "B." (Contract)

11. FDEM demanded from Trinity, in writing, a full refund of all overpayments of invoices.⁴ As of the date of filing this Complaint, Trinity has refused to refund the amounts owed to FDEM.

12. As a contractor for the State of Florida, Trinity was required to provide a full refund to the State of Florida, specifically FDEM, of any funds received that were not eligible to be received.⁵

13. Trinity is responsible for a full refund to FDEM of any funds received to which it was not entitled.

14. FDEM has retained the undersigned law firm and is obligated to pay the firm's reasonable attorneys' fees and costs.

15. All conditions precedent, including any contractual notice requirements, have been performed or have been waived.

Count I: Breach of Contract

16. FDEM re-alleges and restates paragraphs 1 through 15 above.

17. In 2021, FDEM hired Trinity as a vendor to employ canvassers to register Florida citizens for COVID-19 vaccinations and provide COVID-19 vaccination registrations.

18. Pursuant to this business relationship, the parties entered into a contract for Trinity's services. Thereafter, Trinity sent invoices to FDEM for services performed, and FDEM paid Trinity for its services pursuant to such invoices.

⁴ See demand letters to Trinity, attached hereto as Composite Exhibit "C."

⁵ See Exhibit "D." (State of Florida General Contract Conditions, which was incorporated by reference into Ex. "A.") ("The Contractor shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor by the Customer. The Contractor shall return any overpayment within forty (40) calendar days after the earlier of: (1) discovery by the Contractor (including discovery by its independent auditor, if any), or (2) notification by the Customer of the overpayment.").

19. The parties knew and understood that the invoices were only for services actually provided by Trinity.

20. For example, the invoices included the hours worked by Trinity employees and the amounts owed by FDEM to pay such Trinity employees, as well as corresponding timesheets.

21. FDEM promptly paid Trinity for all services provided pursuant to the invoices.

22. However, FDEM made several overpayments on invoices from Trinity in the amount of \$5,778,316.45.

23. The overpayments were not earned by, and were not owed to, Trinity.

24. On June 13, 2024, FDEM demanded from Trinity the return of the overpayments.

25. Trinity refused to return the overpayments and instead has kept \$5,778,316.45 that it was not entitled to and had not earned.

26. As a contractor for the State of Florida, Trinity was required to return any overpayments of invoices for work not actually performed and money not actually owed.

27. As a result of Trinity's refusal to return the overpayments, FDEM has sustained damages for \$5,778,316.45.

WHEREFORE, FDEM demands judgment against Defendant for damages, interest, costs of suit, and any other relief that this Court deems just and proper.

Count II: Conversion

28. FDEM re-alleges and restates paragraphs 1 through 15 above.

29. In 2021, FDEM made several overpayments to Trinity in the amount of \$5,778,316.45.

30. The overpayments were not earned by, and were not owed to, Trinity.

31. On June 13, 2024, FDEM demanded from Trinity return of the overpayments.

32. Trinity refused to return the overpayments and instead kept \$5,778,316.45 that it has not earned.

33. Accordingly, Trinity converted to its own use \$5,778,316.45 that was the property of FDEM.

34. FDEM has retained the undersigned law firm and is obligated to pay the firm's reasonable attorneys' fees and costs.

WHEREFORE, FDEM demands judgment against Defendant for damages, interest, attorneys' fees, costs of suit, and any other relief that this Court deems just and proper.

Count III: Unjust Enrichment
(In the Alternative to Count I)

35. FDEM re-alleges and restates paragraphs 1 through 15 above.

36. FDEM has conferred a benefit on Trinity in the amount of \$5,778,316.45 through overpayments of invoices. The overpayments do not reflect any work done or amounts earned by Trinity.

37. Trinity voluntarily accepted and retained the benefit of the overpayments.

38. The circumstances render Trinity's retention of the overpayments inequitable and unjust.

39. Trinity has been unjustly enriched, by receiving payment for work it did not do, at the expense of FDEM and the Florida taxpayers.

40. FDEM is entitled to damages as a result of Trinity's unjust enrichment, including the disgorgement of all monies unlawfully accepted by Trinity from FDEM.

41. FDEM has retained the undersigned law firm and is obligated to pay the firm's reasonable attorneys' fees and costs.

WHEREFORE, Florida Division of Emergency Management demands judgment against Defendant Trinity Healthcare Services, LLC for damages, interest, attorneys' fees, costs of suit, and any other relief that this Court deems just and proper.

Respectfully submitted this 30th day of December 2024

/s/Jeff Aaron

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Attorneys for Plaintiff

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Florida Division of Emergency Management (“FDEM”) and Trinity Health Care Services, LLC (“Trinity”) (each a “Party” and together the “Parties”).

WHEREAS, The Parties entered into an agreement for Trinity to employ community health canvassers to perform COVID-19 vaccination registrations and provide COVID-19 vaccinations (the “Service Agreement”);

WHEREAS, Trinity agreed to provide its services under the Service Agreement pursuant to the State of Florida General Contract Conditions (the “Agreement”);

WHEREAS, FDEM asserted claims against Trinity for breach of the Agreement in the case styled *Florida Division of Emergency Management v. Trinity Health Care Services, LLC.*, in Leon County Circuit Court, Case No. 2024-CA-002181 (the “Litigation”);

WHEREAS, Trinity denies the allegations in the Litigation; and

WHEREAS, the Parties wish to settle and resolve the claims asserted in the Litigation against the Trinity and avoid the cost of further litigation.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The forgoing recitals are true and correct and are incorporated herein.
2. **Effective Date.** The Effective Date of this Settlement Agreement is April 8, 2025.
3. **Settlement Amount.** In exchange for the covenants, promises, and releases contained herein, each of which is a material inducement for the execution of this contract, Trinity agrees to pay to FDEM a total sum of FIVE MILLION SIX HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND 43/100 CENTS (\$5,624,659.43) (the “Settlement Amount”) without interest. The Settlement Amount shall be paid to Florida Division of Emergency Management, 2555 Shumard Oak Boulevard Tallahassee, Florida 32399, as follows:
 - a. \$25,000 on or before April 18, 2025;
 - b. \$25,000 on or before May 8, 2025;
 - c. \$92,910.99 on or before January 2, 2026; and
 - d. \$92,910.99 on or before the first day of each quarter thereafter for 15 years until the Settlement Amount is paid in full.

4. Releases. Except for the obligations contained in this Agreement, the Parties, individually, as well their insurers, administrators, affiliates, subsidiaries, successors, and assigns and legal representatives, release all other parties hereto, and their insurers, officers, directors, shareholders, members, partners, employees, agents, administrators, and legal representatives, from any and all rights, claims, debts, demands, actions, causes of action, suits, subrogation claims, insurance proceeds, costs, damages, expenses, obligations and other liabilities, including but not limited to any claims, including but not limited to those asserted in the Litigation, that have been asserted or could have been asserted against the Parties to this Agreement, which they ever had, now have or may have against each other, whether arising in tort, statute, contract, or otherwise, related to or arising out of the Litigation.

Additionally, the Parties, being of full capacity and in good faith, each being assisted by their respective attorney, expressly declare that they have read and understand this Agreement, which they sign freely and voluntarily, the reason for which the same is signed as being irrevocable and irrevocable. The Parties acknowledge and represent that: (a) they have read and understand each and every provision contained within this Agreement, and understand fully the legal effect of executing and delivering this Agreement; (b) they rely fully and exclusively upon their own judgment and represent to each other that each is fully informed, and that each enter into this Agreement and the Assignment Agreement freely and voluntarily and not on reliance upon any representation except the ones contained herein; (c) no representations, assessments or statements have been made to them or their agents or representatives to induce the execution and delivery of this Agreement; (d) they have not relied upon any matter, thing, statement or representation in making this Agreement; (e) their counsel has had every opportunity to review this Agreement in advance of its execution, and to make any and all revisions required to make this Agreement acceptable to each party; (f) they are fully authorized to settle this matter completely and finally, and to bind the Parties described herein; and (g) these representations are material to this transaction and they are relying upon these representations in making this Agreement.

5. Time is of the Essence. Time is of the essence with regard to all terms and provisions set forth in this Settlement Agreement, particularly with regard to the payments described in Section 3 herein.

6. Enforcement and Default. Trinity shall be in default for non-payment if payment is not received by FDEM in accordance with Section 3 herein and payment is not made within ten (10) days of receiving written notice of non-payment from FDEM in accordance with Section 7 herein. If Trinity fails to cure a default within ten (10) days of receiving written notice, Trinity hereby consents to and FDEM shall be entitled to entry of a final judgment against Trinity for breach of the Settlement Agreement in the amount due and owing under the Settlement Agreement at the time of default. If payment is not received by FDEM in accordance with Section 3 herein more than 5 times, then Trinity shall be in default for non-payment for any subsequent payment not made in accordance with Section 3 and no opportunity to cure shall be required.

7. Notices. All notices, requests, demands, and other communications hereunder shall be given and shall be deemed to have been duly given and received, if given by hand delivery to or by certified or registered mail, postage prepaid, return receipt requested, addressed:

Trinity Health Care Services, LLC,
c/o Edwin Cherfilus
6151 Miramar Parkway, Suite 101 Miramar, Florida 33023

and

Ginger Barry Boyd, Esq.
Nelson Mullins Riley & Scarborough LLP
215 South Monroe Street, Suite 400
Tallahassee, Florida 32301

8. Dismissals. Provided that the initial payments on or before April 18, 2025, and May 8, 2025, are timely received, FDEM will cause to be filed a notice of voluntary dismissal without prejudice of the claims against Trinity in the Litigation, on or before May 18, 2025.

9. No Admission of Liability. The Parties acknowledge that this Agreement is a compromise, and that none of the terms of this Agreement are to be construed as an admission of liability or wrongdoing by either Party, or as an admission as to the validity of any allegations, including but not limited to the Litigation. Neither this Agreement nor any part thereof shall be, or be used as, evidence or an admission of liability by anyone, at any time, for any purpose. Nothing in this section or this Agreement shall be construed to prohibit a Party from using this Agreement as evidence of the terms of the Parties' agreement in a suit to enforce this Agreement.

10. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by the laws of the State of Florida, and any suit arising out of this Agreement shall be brought exclusively in state court in Leon County, Florida.

11. Calculation of Time. In computing any period of time relating to this Settlement Agreement, if the last day upon which to comply with a provision is a Saturday, Sunday, or legal holiday, the period of time runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

12. Attorneys' Fees. Each Party shall be responsible for their own attorneys' fees and costs. In any action or proceeding between the Parties related to this Settlement Agreement or its enforcement, the non-breaching, prevailing party in such action or proceeding shall be entitled to collect from the breaching, non-prevailing Party or Parties all costs of such litigation incurred by such prevailing Party, including reasonable attorneys' fees and costs through all levels of proceedings including appeals. The Parties agree that they shall each be responsible for one-half of the mediator's fees.

13. Counterparts. This Settlement Agreement may be executed in counterparts and transmitted by facsimile or electronic transmission, and each such counterpart, whether an original or a facsimile of an original, shall be deemed to be an original and all of such counterparts together shall constitute a single agreement. Electronic signatures shall be treated as original signatures.

Florida Division of Emergency Management

DocuSigned by:
By: Kevin Guthrie
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Printed Name: Kevin Guthrie

Date: 4/9/2025

Signed by:
By: Jeff Aaron
1B096CB5C5454E6...

Jeff Aaron
Counsel for **Florida Division of Emergency Management**

Trinity Health Care Services, LLC

DocuSigned by:
By: Edwin Cherfilus
559A269915D840E...

Printed Name: Edwin Cherfilus

Date: 4/9/2025

DocuSigned by:
By: Ginger Barry Boyd
8527E26EA8A7497...

Ginger Barry Boyd
Counsel for **Trinity Health Care Services, LLC**