COUNTERCLAIMS

Defendants and Counterclaimants Coventry First LLC ("Coventry") and Alan Buerger ("Mr. Buerger") (together, "Counterclaimants") hereby assert the following Counterclaims against Plaintiff and Counterclaim Defendant Abacus Global Management, Inc. ("Abacus"):

INTRODUCTION

1. Abacus's lawsuit is an exercise in misdirection, resting on allegations that are contradicted by Abacus's own documents as well as discovery from third parties. When it filed this suit, Abacus knew that life expectancies ("LEs") from Lapetus Solutions, Inc. ("Lapetus") were systematically shorter than those of other providers. Abacus knew that systematically short life expectancies produce inflated values for life insurance policies. Abacus knew that it valued the life insurance policies on its books using these systematically short Lapetus life expectancies as a predominant input. And Abacus knew—based on its own analysis before filing suit—that the value of its portfolio would [redacted] if it switched from using Lapetus to a reputable life expectancy provider without also [redacted]. Abacus's fraudulent business practices, including its related-party sales and discount rate manipulation discussed below, allowed Abacus to report higher earnings and maintain the illusion of strong financial performance with no basis in reality.

2. Discovery in this case has confirmed that Abacus knew these facts long before either Defendants or Morpheus raised the same concerns. And following the

Morpheus Report on June 4, 2025, the public and Abacus's investors also became aware of the truth.

3. But instead of addressing these hard truths, Abacus filed this suit. The First Amended Complaint alleges that Alan Buerger and Coventry were to blame for Abacus's own failures—and falsely attributes the Morpheus Report to Coventry and Mr. Buerger. As set forth below, Abacus's First Amended Complaint is replete with innuendos, misstatements, and outright falsehoods all in service of Abacus's own false narrative. And Abacus used its filings in this Court, and its press releases outside of Court, to perpetuate its scheme.

4. Abacus did not bring this suit just to distract from its own misdeeds. It brought this suit as a warning shot—a transparent attempt to silence public debate about Abacus's practices as a public company and to signal that Abacus would impose significant costs on anyone who exposed its misconduct. As set forth in Count I below, this suit was filed to discourage public discussion of Abacus's practices as a public company.

5. It is apparent why Abacus has engaged in this course of conduct. For years, Abacus built its business through an improper relationship with Lapetus, a life expectancy provider. Dating back to 2021, Abacus Chairman and Chief Executive Officer Jay Jackson saw a potential relationship with, and financial investment in, Lapetus as Abacus's way to "[redacted]" Ex. 2, at 1. Jay Jackson touted that Abacus's investment in Lapetus would allow it "[redacted]" which would in turn enable Abacus to [redacted]

[redacted]. *See id.* Abacus thus "look[ed] forward to the time [it got] to mark a portfolio using [Lapetus] LE[s]." Ex. 3, at 3. And that is exactly what Abacus did when the company went public.

6. Florida law prohibits this sort of intermingling between life settlement companies and life expectancy providers—and for good reason. Life settlement companies have imploded in the past following efforts to influence or control life expectancies, which are critical to valuing their portfolios. But Abacus was undeterred. Abacus invested $1 million in Lapetus, receiving both a convertible note and the right to appoint a representative to serve on Lapetus's Board of Directors, which resulted in Abacus placing Jay Jackson on the Lapetus Board as a full-fledged voting member. Then, for years, he participated in Lapetus Board meetings—even after he purported to resign from the Board after his board membership came to light.

7. Abacus and Lapetus also formed a "partnership" to build life expectancy tables and became so intertwined that Abacus became Lapetus's "primary and basically only client." Ex. 1, at 1. Abacus consistently used Lapetus LEs to determine valuations for policies it purchased on the secondary market and sold on the tertiary market—and it continued to do so, even as some tertiary market purchasers concluded that Lapetus LEs were unreliably short.

8. But even more importantly, Abacus used Lapetus's chronically short life expectancies as a critical input in the fair market valuations of its entire life insurance policy portfolio. As Abacus COO and CFO Bill McCauley stated, when "[redacted]

[redacted]. Ex. 4, at 1. Abacus's policy valuation handbook, which was provided to Abacus's former auditor, Grant Thornton, confirmed that too. The "[redacted]" Ex. 5, at 3 (emphasis added).

9. This Lapetus-driven valuation methodology was developed because an Abacus employee recognized years ago that using Lapetus LEs to conduct Abacus's portfolio valuation would "[redacted]" Ex. 6, at 1. In fact, internal emails show that, by the time this lawsuit was filed, Abacus realized that switching from Lapetus to a more reputable LE provider to mark the policies on Abacus's books would cause the company's portfolio value to [redacted]. *See* Ex. 7, at 1.

10. Mr. Buerger and Coventry harbored legitimate concerns that Abacus and Jay Jackson were using their financial and directorial relationship with Lapetus for improper purposes. Those were the very same purposes that led Florida to outlaw life settlement companies from owning, or serving as directors of, life expectancy providers. Mr. Buerger and Coventry had these concerns because they had seen it before. Before Abacus, two companies had gone public in the life settlement industry.

Both blew up. And in their implosions, hundreds of millions of investor dollars were lost, including many millions from the general public.

11. These scandals tarred the life settlement industry, harmed consumers, and led to important regulatory changes. Counterclaimants believe that sunlight is the best disinfectant, and that potential issues which could cost the public millions and shake up government regulatory regimes should be discussed openly and publicly.

12. Abacus's lawsuit is thus not a legitimate effort to remedy legitimate legal claims. It is the culmination of Abacus's knowing scheme to use Lapetus's misleading and deceptively short life expectancies for its own financial gain. Abacus's scheme depends on Coventry, and others in the industry, staying quiet. And Abacus's lawsuit is its way of exacting costs upon those who may speak out about their concerns.

13. Coventry and Mr. Buerger therefore bring these counterclaims under the Florida Anti-SLAPP Act, Fla. Stat. § 768.295, and Florida Viatical Settlements Act, Fla. Stat. §§ 626.991–993. Counterclaimants seek damages related to reputational harms, lost profits stemming from Abacus's violations of the Florida Viatical Settlements Act, and court costs and reasonable attorneys' fees incurred by Counterclaimants in their defense against Abacus's SLAPP suit.

PARTIES

14. Counterclaimant Coventry First LLC is a limited liability company headquartered in Fort Washington, Pennsylvania. Coventry First LLC has a single member, Dash Investments LLC. Dash Investments LLC has two members: the Buerger 2003 Family Trust and the Alan H. Buerger 2003 Trust for Reid S. Buerger,

both of which are citizens of Pennsylvania. Accordingly, Coventry is a citizen of Pennsylvania.

15. Counterclaimant Mr. Buerger is the Co-founder and Executive Chairman of Coventry. He, too, is a citizen of Pennsylvania.

16. Plaintiff and Counterclaim Defendant Abacus Global Management, Inc. ("Abacus" or "Plaintiff") is a Delaware corporation with its principal place of business in Orlando, Florida.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction over these counterclaims pursuant to Rule 13 of the Federal Rules of Civil Procedure and 28 U.S.C. § 1367(a), since these counterclaims share a common nucleus of operative facts with the original claims asserted by Abacus and form part of the same case or controversy.

18. This Court has personal jurisdiction over Abacus because Abacus is a citizen of Florida, with its principal place of business in Orlando, Florida. Abacus has submitted to the jurisdiction of this Court by prosecuting its case in this Court.

19. Venue is proper under 28 U.S.C. § 1391 because Abacus maintains its principal place of business in Orlando, Florida, which is within this district.

FACTUAL BACKGROUND

A. Coventry, Abacus, and the Life Settlement Industry

20. Coventry, led by its founder and Executive Chairman Alan Buerger, pioneered the life settlement market, turning life insurance policies into valuable assets that provide immediate value to everyday consumers. To date, Coventry has delivered

over $6 billion to policyholders, and it stands as the largest life settlement provider in the industry.

21. Given their role in creating the life settlement industry, Coventry and Mr. Buerger have always been concerned about its health and reputation. To this end, Coventry has been actively involved in advocating for necessary regulation of life settlement and life expectancy providers. These stewardship efforts have garnered recognition and attention, including from the American Council of Life Insurers, which has recognized Coventry's work to advance necessary regulation of the industry.

22. Coventry's and Mr. Buerger's desire for regulation of the life settlement industry is born from experience. In 2012, the Securities and Exchange Commission ("SEC") brought charges against a major, publicly traded life settlement provider, Life Partners Holdings Inc. ("Life Partners"), and three of Life Partners' executives for disclosure and accounting fraud. According to the SEC, "the company was systematically and materially underestimating the life expectancy estimates it used to price transactions. Life expectancy estimates are a critical factor impacting the company's revenues and profit margins as well as the company's ability to generate profits for its shareholders."[1]

[1] Press Release, Sec. & Exch. Comm'n, SEC Charges Life Settlements Firm and Three Executives with Disclosure and Accounting Fraud (Jan. 3, 2012), https://bit.ly/4vog2Wd.

23. The Life Partners case came less than a decade after the SEC first brought an action against Mutual Benefits Corp., another life settlement company, which had defrauded tens of thousands of investors of over $1.25 billion.[2] These scandals led to widespread investor losses and long-term reputational harms to the entire industry.

24. Scandals like Life Partners and Mutual Benefits are why States, including Florida, have taken a harder look at life settlement providers. In 2016, that scrutiny landed on Abacus.

25. In that year, Abacus applied for a viatical settlements license from the Florida Office of Insurance Regulation ("OIR"), one of the most important regulatory bodies in the life settlement industry. But Abacus was rejected—for the second time.[3] At the outset, OIR had difficulty even examining Abacus's license application, because Abacus had "the most 'extreme' record keeping issues" that the OIR examiner had seen. Indeed, a "significant portion" of Abacus's files "had been destroyed."

26. After examining what they could, OIR determined that Abacus "was not worthy of a license" because of the "lack of trustworthiness of principals/owners of [Abacus] which cannot be cured." These concerns stemmed from, among other things, transactions involving Abacus that "violated state law because the policies had been obtained through misrepresentations."[4]

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[2] Press Release, Dep't of Justice, Former Mutual Benefits Corporation Head Sentenced To 20 Years In Prison For His Role In $1 Billion MBC Scheme (Aug. 29, 2014), http://bit.ly/4f5C9ut.

[3] Abacus had applied for a license with OIR in 2012 and was also denied then.

[4] Donna Horowitz, *Florida Denies Provider's License to Abacus Settlements, Abacus Appeals*, The Deal (June 30, 2016), https://bit.ly/4vnkjcr.

B. Abacus's Relationship with Lapetus

27. Abacus's troubles in following Florida state law did not stop in 2016. In 2021, Abacus began contemplating its investment in Lapetus. Florida law prohibits life settlement companies from holding ownership in or serving as a director for life expectancy providers. *See* Fla. Stat. § 626.99175(6). Yet that was no obstacle to the Abacus executive team.

28. Perhaps for the very same reason that Florida bars life settlement providers from having ownership in life expectancy providers, in August 2021, Jay Jackson wrote to Sean McNealy, Scott Kirby, and Matt Ganovsky that "[redacted]" Ex. 2, at 1 (emphasis added). Jackson went on to argue that ownership in Lapetus would allow Abacus to "[redacted]" *Id.* This was even after Sean McNealy pointed out that he was "[redacted]" Ex. 8, at 1 (emphasis added). But Jackson implored his team that "[redacted]" *Id.* (emphasis added). And not mincing words, Jackson admitted that investment in Lapetus could make all the difference for Abacus: "[redacted]" Ex. 2, at 1 (emphasis added).

29. Less than two months later, in November 2021, Abacus finalized its first investment in Lapetus and was granted a Board seat on Lapetus's Board of Directors, which was filled by Jay Jackson. Notably, Jackson was not disclosed as a director on

Lapetus's website, in contrast to all of Lapetus's other directors.

30. Abacus got to work using Lapetus to value its policy holdings not long after. In January 2023, as Abacus was preparing to go public, an Abacus employee estimated that using Lapetus LEs to value Abacus's policy holdings would "[redacted]" Ex. 6, at 1. Soon after this realization, Abacus took its "valuation process in house" to develop the "[redacted]" Ex. 9, at 5.

31. Abacus's in-house valuation methodology is impossible to square with the allegations in Abacus's complaint. As Abacus's valuation memorandum explains, "[redacted]" Ex. 5, at 3 (emphasis added). The memorandum goes on to state that the valuation for Abacus's individual policies is "[redacted]" and "[redacted]" *Id.* at 6 (emphasis added). As Abacus CFO and COO Bill McCauley rationalized this questionable business practice, "[redacted]" Ex. 4, at 1 (emphasis added).

32. But Abacus's former auditor, Grant Thornton, and its valuation consultant at Actuarial Risk Management ("ARM"), quickly recognized that Abacus's

reliance on Lapetus to value its portfolio was a serious concern.

33. As the ARM consultant explained, Abacus's portfolio values would be "[redacted]" from Lapetus because "[redacted]" Ex. 9, at 3. Grant Thornton, which more recently was terminated by Abacus as its auditor, similarly criticized Abacus's "[redacted]" which generates numbers that they "[redacted]" to a "[redacted]" Ex. 10, at 1–2.

34. But that was the whole point. Abacus already knew that Lapetus LEs were shorter than other LEs and thus were likely to result in overvalued policies. The same month Abacus made its first investment in Lapetus, November 2021, an Abacus employee prepared an analysis for Jay Jackson which found that the "Lapetus Mean is significantly lower on average compared to the Fasano" and "lower on average compared to the short[est LE]." Ex. 11, at 1. And others knew this too. In March of 2022, Abacus tried to sell a policy with a Lapetus LE through a life settlement broker, who responded that it "can't currently use Lapetus LEs as they usually seem significantly shorter than the other more established LE providers (as I'm sure you're well aware!)." Ex. 12, at 1.

35. Abacus knew that Lapetus LEs were consistently shorter than the other LE providers and chose to use them to value its portfolio precisely anyway ***because*** Lapetus was materially shorter.

36. All the while, Abacus Chairman and CEO Jay Jackson was a voting member of the Lapetus Board of Directors—giving him the "[redacted]" that

was central to Abacus's scheme. *See* Ex. 2, at 1.

37. Jackson's spot on the Lapetus Board of Directors also gave him access to confidential, competitively sensitive information. And he routinely misappropriated and shared this information, including information about Coventry, with Abacus employees to give Abacus a competitive advantage over Coventry. *See, e.g.*, Ex. 13, at 1. Jackson's repeated disclosure of confidential business information gave Abacus access to valuable, competitively sensitive information it otherwise would not have possessed. This information, among other things, gave Abacus insight into Coventry's confidential trading volume and patterns.

C. Coventry's Concerns About Abacus's Use of Lapetus

38. Abacus's switch to a valuation methodology based on Lapetus life expectancies, and the true nature of the relationship between Abacus and Lapetus, was largely happening behind closed doors. That is, until Abacus's ABL Longevity Growth and Income Fund (the "Fund")—an interval fund Abacus has been trying, and failing, to launch for nearly three years now[5]—announced that Lapetus would be

[5] The Fund filed its preliminary prospectus with the SEC on September 7, 2023. That prospectus included a representation that "[t]he Fund expects to engage in transactions with certain affiliates of the Manager. In particular, the Fund expects to engage Abacus Settlements LLC as its primary life settlement broker and Longevity Market Assets will engage in purchase and sale transactions with the Fund." Abacus Equity Income Fund, Registration Statement (Form N-2), at 10 (filed Sept. 7, 2023), https://bit.ly/3SRxNQ6. It was not until Amendment 8 that the Fund represented that it "will not purchase any mortality contracts from Abacus Settlements or any other affiliate." ABL Longevity Growth and Income Fund, Pre-Effective Amendment No. 8 to Registration Statement (Form N-2/A), at 18 (filed Oct. 16, 2024), https://bit.ly/3RqvUcI. And it was not until Amendment 17, dated February 26, 2026, that the Fund stated clearly that "[t]he Manager will not allow the Fund to purchase, directly or indirectly, any Longevity Assets owned or brokered by the Manager or its affiliates." ABL Longevity Growth and Income Fund, Pre-Effective Amendment No. 17 to Registration Statement (Form N-2/A), at 45 (filed Feb. 26, 2026), https://bit.ly/4viGali. In other

its preferred life expectancy provider.

39. Prior to 2024, the life settlement industry, including Coventry and Mr. Buerger, had been aware that Lapetus LEs were systemically short. And nobody in the life settlement industry who was actually trying to use accurate life expectancies employed Lapetus as their preferred life expectancy provider.

40. But Abacus, through the Fund, had announced that Lapetus would be the Fund's preferred life expectancy provider. This, coupled with Abacus and Lapetus's previously announced partnerships, and Abacus's decision to go public and secure capital from the general public, fostered genuine concerns among those in the life settlement industry. Abacus's overvaluations based on short Lapetus LEs threatened to harm everyday investors and the reputation of the industry.

41. Although everyone knew Lapetus LEs were short, nobody had publicly studied precisely how short Lapetus LEs were compared to the rest of the market. So, Coventry conducted its own study.

42. On May 7, 2024, Coventry announced the results of its months-long study into the length of Lapetus's LEs. The results confirmed what everyone in the industry, including Abacus, already knew: Lapetus LEs are systematically shorter than those of other LE providers. Specifically, Coventry found that Lapetus LEs were shorter than LEs from other leading life expectancy providers in approximately 85% of cases when comparing the same individuals.

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words, Abacus has finally backed down on its original intent to engage in conduct that it now admits is "expressly prohibited by the Investment Company Act of 1940." FAC ¶ 67.

43. But Coventry knew that not everyone would take their word for it. So, Coventry commissioned a follow-up study led by Professors Daniel Bauer and Nan Zhu, both esteemed academics with substantial experience in this industry. On July 22, 2024, Coventry announced that the academics' study found similar results: Lapetus LEs were shorter than LEs from other LE providers in 83% of cases, by an average amount of approximately 29 months.

44. Coventry then asked Professors Bauer and Zhu to update and expand their review of Lapetus LEs, this time looking into the Actual/Expected Ratio for Lapetus LEs—the same metric that the OIR and industry professionals rely on to evaluate life expectancy provider accuracy. On February 5, 2025, Professors Bauer and Zhu found that Lapetus's Actual/Expected Ratio for the studied population was a catastrophically low 31%—confirming that Lapetus LEs are well shorter than the actual lifespans of the individuals they are providing LEs for. In fact, other, more well-regarded LE providers have Actual/Expected ratios that exceed 90%.

45. Notably, Abacus never refuted these studies with their own analyses or evaluations, even while Abacus was publicly attacking them. That is because Abacus's and Lapetus's own documents and data confirm their validity. To take just a few examples:

a. An internal analysis undertaken around the time of Abacus's initial investment in Lapetus found that the "Lapetus Mean is significantly lower on average compared to the Fasano [LE] (33 months) and lower on average compared to the short[est LE] (12 months)." Ex. 11, at 1.

b. Life settlement brokers repeatedly rejected policies Abacus offered based on Lapetus valuations. One life settlement broker impressed upon Abacus that it "can't currently use Lapetus LEs as they usually seem significantly shorter than the other more established LE providers (as I'm sure you're well aware!)." Ex. 12, at 1. The next month, that same broker turned Abacus away again: "[N]one of [the] clients [were] able to generate an offer" because the "[c]lients do not accept Lapetus LE reports in isolation." Ex. 14, at 3. Everyone knew that Lapetus LEs "tend to be shorter than the mainstream LE providers." *Id.* at 1. And a different broker demurred on an Abacus-offered policy for the same reason: "[A]s you realize, [Lapetus's] LE projections are often much more aggressive"—that is, shorter—"than traditional widely accepted LE reports." Ex. 15, at 1.

c. This was not a surprise to Abacus executives and employees. It is confirmed by one internal document after another. For instance, Jay Jackson himself recognized that the valuation on a policy was "really high" because "we did Lapetus only." Ex. 16, at 2. In that instance, the Lapetus LE was over ***ten years shorter*** than the next shortest LE. *See id.* at 1. In another case, Abacus employees discussed that a buyer "won't bid off a Lapetus only," and they knew that "[i]t's doubtful we will be able to find another LE to match up with the Lapetus." Ex.

17, at 3. The "other LE's are likely going to be" much longer—to the tune of several years. *Id.*

d. And Lapetus's own evaluations of its Actual/Expected ratios—the actuarily sound metric that the OIR uses to verify the accuracy of life expectancy providers—were not far off from the 31% found by Professors Bauer and Zhu. Indeed, months before Abacus filed its initial complaint, Lapetus told Abacus that its A/E ratio was "~24% to ~72%" depending on the demographic. Ex. 18, at 1. Lapetus then submitted to the OIR its required tri-annual report showing its Actual/Expected ratio using Lapetus LEs was a remarkably low 41.5%. Ex. 19, at 2.[6]

46. Following Coventry's thorough examination of Lapetus LEs, Mr. Buerger was invited to debate Lapetus's Chief Scientist, Jay Olshansky, at the 2024 Life Insurance Settlement Association ("LISA") Conference, about the accuracy of Lapetus LEs and the life expectancy industry more broadly. Mr. Buerger gladly accepted the chance to have this public debate about important public issues.

47. At this debate, Mr. Buerger reiterated the findings of the Coventry Studies. He explained that Lapetus LEs were systematically shorter than other LE

[6] Lapetus, and by extension Abacus, often attempted to distract from Lapetus's poor Actual/Expected ratio by pointing to Lapetus's own invented metric of "distance to death." *See* Ex. 18, at 1. But Lapetus's hired actuarial firm disclaimed this made-up metric, noting that it "is not based on the traditional actuarial construct commonly found in actuarial analyses that compare actual to expected deaths in reference to baseline mortality tables." Ex. 20, at 2. This report was sent to Jay Jackson as part of his service on the Lapetus Board of Directors. *See* Ex. 21, at 1.

providers and that these short LEs could lead to overvalued assets. At the end of the debate, Mr. Buerger opined on the harm that these short LEs could cause to the general public—noting that previous overvaluations of life insurance policies have led to hundreds of millions in investor losses, and that those losses are catastrophic for the industry.

48. By contrast, Lapetus's Jay Olshansky closed by glibly noting that he thought Coventry was really worth double what Mr. Buerger thinks it is, implicitly recognizing that Lapetus's short life expectancies lead to inflated asset valuations.

D. Others Harbored Concerns with Abacus's Business Model

49. Coventry was not the only one concerned about the potential impact on the public from Abacus's relationship with Lapetus and its reliance on Lapetus LEs for valuation.

50. On November 1, 2024, the SEC wrote to Abacus to inquire about numerous aspects of its business, including its relationship with Lapetus, any ownership interests Abacus has in Lapetus, whether Abacus relies on Lapetus for its valuation of life insurance policies, and whether National Insurance Brokerage ("NIB") is an undisclosed related party.

51. Abacus wrote back on November 4, 2024. It first disclosed that it holds the $1 million note in Lapetus that is fully convertible into an ownership interest, but declared that this relationship would not grant Abacus "any influence or control over Lapetus's governance or business decisions." Of course, this representation to the SEC is flatly inconsistent with Abacus's [redacted]

[redacted], *see* Ex. 22, at 7, as well as Jay Jackson's initial assessment and plan that Abacus's investment into Lapetus would allow Abacus to "[redacted]" Ex. 2, at 1.

52. Next, Abacus stated that Lapetus "generat[es] life expectancy reports, which the Company incorporates as one of multiple inputs into its valuation process in determining the fair value of the policies the Company holds." But Abacus told the SEC that it "does not rely solely or even materially on Lapetus's life expectancy reports."

53. That too was false. Abacus's own internal valuation memoranda makes crystal clear that the valuation of Abacus's individual policies is "[redacted]" Ex. 5, at 6 (emphasis added). Not only that, but "[redacted]" *Id.* (emphasis added). Documents from Abacus's former auditor confirm that this is how Abacus "[redacted]" on its "[redacted]" Ex. 23, at 1. In "substantially all cases, [Abacus] management used one LE report per policy as they determine their valuation." Ex. 24, at 1. And Abacus "[m]anagement ***typically utilizes Lapetus*** as their LE provider." *Id.* (emphasis added). These life expectancies were then used "[i]n order to calculate the fair value of the polic[ies]." *Id.*

54. Finally, Abacus responded that it disagreed with the SEC's assessment that Abacus and NIB are related parties. It claimed that, merely because its founders

are owners and officers of NIB, and Abacus shares an address with NIB, that does not mean they are related parties, even if Abacus were to transact in life insurance policies with NIB. This is notable for many reasons, including that Abacus later effectively conceded the SEC's point by quietly acquiring NIB from Abacus's executives, including Jay Jackson, for $3 million without issuing any press release; just a footnote mention in its Q1 2025 10-Q filing.

55. Moreover, contrary to Abacus's representations in the FAC that "the SEC did not raise any concerns about Abacus's valuation methodology or the relationship between Lapetus and Abacus" after the November 1, 2024 Comment Letter, *see* FAC ¶ 115-19, this was ***not*** the last time the SEC asked about Abacus's relationship with Lapetus.

56. On August 15, 2025, the SEC again issued a comment letter to Abacus with over three dozen points of clarification, including specifically asking about Abacus's "relationship with Lapetus Solutions" in light of "recent public reports." *See* Ex. 25, at 14. Abacus responded on August 29, 2025, where it told the SEC, among other things, that "Jay J. Jackson, previously held a 'Director' title at Lapetus, where his role was strictly limited to an uncompensated advisory position rather than . . . service on the board of directors of Lapetus." *Id.* at 3. *But see* Ex. 26, at 2 [redacted]); Ex. 22, at 7 ([redacted]).

E. Abacus's Actions Leading up to This Lawsuit

57. On June 4, 2025, Morpheus Research published a scathing report showing that Abacus "Is Yet Another Life Settlements Accounting Scheme Manufacturing Fake Revenue By Systematically Underestimating When People Will Die." Morpheus's core claim was that Abacus was using Lapetus to value its portfolio and was thus overvaluing its balance sheet due to Lapetus's systematically short LEs.

58. On June 10, 2025, Abacus responded. Abacus first proclaimed that the "$446 million in claimed life settlements" on Abacus's books from its Q1 2025 SEC disclosure "does not 'rel[y]' on Lapetus." Abacus made this false representation to the market despite its own internal valuation memoranda—which it supplied to its auditors—confirming that [redacted].

59. Abacus then touted a so-called "Independent Third-Party Actuarial Validation" from the actuarial firm Lewis & Ellis. According to Abacus, the Lewis & Ellis report was purportedly done without reliance in any way on Lapetus LEs, as supposed "proof" that Abacus does not use Lapetus LEs to value its balance sheet. Abacus declared that Lewis & Ellis generated a "valuation of $449 million," while coyly noting that the report "aligned with a discount rate and range of ±2% as disclosed in the Q1 2025 10-Q filing."

60. Both of these assertions were knowingly false and misleading.

61. Internal documents from Abacus show that "[redacted]" in May 2025—a clear admission that Abacus [redacted]

[redacted]. Ex. 7, at 1 (emphasis added); *see* Abacus 10-Q at 2 (May 8, 2025) (listing $446 million for "Life settlement policies, at fair value"). And other internal documents from Abacus show that the company knew that the value would [redacted].

62. Abacus's reliance on the Lewis & Ellis report is similarly misleading. A draft of this Abacus press release shows that [redacted]. *See* Ex. 27, at 2; Ex. 28, at 3. Had Abacus used the same discount rate, which was also expressly provided in the Lewis & Ellis report, the comparable valuation would have been millions of dollars less and would not have fallen "within [the] 1% margin of error" of the overall valuation that Abacus trumpeted to the public.

63. Worse yet, Abacus failed to disclose that for over a third of the policies that it asked Lewis & Ellis to review, Abacus provided only "internal" Abacus LEs, which are ***life expectancy estimates generated by the very company whose portfolio was being valued***, untested by any independent underwriter. *See* Ex. 29, at 2. By substituting its own self-serving LE estimates—which were themselves likely based in part on Lapetus LEs—for those of qualified independent life expectancy providers, Abacus corrupted the inputs to the Lewis & Ellis analysis. Abacus also did not disclose to the public that Lewis & Ellis's report expressly warned that these so-called internal LEs "***would not be as utilized within the industry***" and thus Lewis & Ellis would "offer

no opinion as to their completeness or accuracy." Ex. 28, at 6 (emphasis added).

64. But Abacus's deceptive use of inconsistent discount rates and internal LEs was not enough to ensure that Lewis & Ellis's valuation would match its own Lapetus-based inflated valuations. So, Abacus went even further in its deception.

65. In the days leading up to the June 10 press release, rather than providing Lewis & Ellis ***all*** LEs in its possession for the policies on its books, Abacus cherry-picked the LEs that it provided for analysis. Abacus chose to do this despite the fact that one of Lewis & Ellis's stated assumptions in the valuation report was that Abacus had provided it with "all relevant life expectancy information produced for an insured from various LE providers." *Id*. Not surprisingly, many of the LEs Abacus gave to Lewis & Ellis were older—and shorter—than the more recent LEs that Abacus had in its possession but failed to provide. By supplying older, shorter LEs to Lewis & Ellis on several of its largest policies, Abacus artificially inflated the values of those policies. Abacus chose to do this despite language in the valuation report stating that Lewis & Ellis "is not responsible for the potential inaccuracy of the valuation results within this report for policies where all life expectancy information available for an insured was not provided." *Id.*

66. To provide just one illustration of this financial chicanery, for one insured, Abacus provided Lewis & Ellis with a single LE of 86 months, dated December 31, 2018. *See* Ex. 30 ([redacted]). But Abacus possessed at least ten ***newer***—and substantially ***longer***—non-Lapetus LEs for the same insured, ranging from 110 months to 202 months. *See* Ex. 31. As a result, although Abacus

internally valued this policy at [redacted], *see* Ex. 32, Abacus caused Lewis & Ellis to value the same policy at an astonishing $13,389,680 for the same period, based on the single stale LE that Abacus provided. *Compare* Ex. 32 with Ex. 28. In other words, by relying on a single outdated LE while disregarding at least ten newer and longer LEs in its possession, Abacus created nearly [redacted] in value out of thin air on just this policy alone.

67. The discount rate game that Abacus played with the Lewis & Ellis report is not Abacus's only misleading manipulation of discount rates. In fact, Abacus initially used an especially high discount rate of 21% in its August 2024 10-Q in order to ***partially*** offset the material impact of using short Lapetus LEs. *See* Abacus 10-Q at 22 (Aug. 12, 2024). However, as the market began to recognize the significance of the Lapetus issue and Abacus could no longer rely on Lapetus to support its valuations, Abacus adopted another means of concealing its financial condition and meeting its earnings targets: systemically reducing the discount rates used in its valuations quarter over quarter. Because a lower discount rate produces a higher present value, each reduction artificially increased the reported value of its portfolio.

Date	Abacus Discount Rate
August 2024 (Aug. 12, 2024 10-Q)	21%
December 2024 (Dec. 31, 2024 10-K)	20%
March 2025 (Mar. 31, 2025 10-Q)	18%
June 2025 (June 30, 2025 10-Q)	16%
September 2025 (September 30, 2025 10-Q)	15%
December 2025 (Mar. 13, 2026 10-K)	13%
May 2026 (May 11, 2026 10-Q)	10%

68. Thus, from August 2024 to May 2026, Abacus slashed the discount rate used to value its policies from 21% to ***10%*** even though no external factors justified cutting discount rates ***by more than half in less than two years***. Not surprisingly, this chicanery ultimately did not go unnoticed by Abacus's external auditors. After the auditors identified the determination of the discount rates used in the model to estimate the fair value of life settlement policies as a "critical audit matter," *see* Abacus Form 10-K at 52 (Mar. 13, 2026), they were dismissed by Abacus, *see* Abacus Form 8-K (Mar. 12, 2026).

69. In an effort to divert attention from this plethora of false and misleading valuation games, Abacus has claimed that its valuations are supported by its actual sales results. *See, e.g.*, FAC ¶ 50 ("Abacus's valuation of policies it holds on its balance sheet reflects its historical success in realizing these trade spreads in the tertiary

market"). This claim, too, is false and misleading.

70. In reality, Abacus has increasingly relied on related-party sales—selling policies to affiliated funds under its control—to simultaneously inflate its reported earnings and shed overvalued policies from its balance sheet. In other words, rather than substantiating its valuations, Abacus has sought to justify them by causing affiliated funds—funds it controls—to purchase policies at elevated prices, to the detriment of those funds and their investors.

71. Public filings reveal that, in 2025, Abacus dumped more than 78% of the policies it sold to related parties like the Abacus Enhanced Income Fixed LP, Abacus Enhanced Income Plus LP, Abacus Premier Income Fixed LP, and Abacus Premier Income Plus LP ("Abacus Private Funds"). To date, the Abacus Private Funds have raised over $500 million primarily from credit unions, including several based in Florida.

72. Abacus enticed these credit unions to invest by promising stable, low-risk returns, like a bond. In reality, however, Abacus used its own clients' capital to monetize the policies at prices no arm's-length buyer would agree to.

73. This is why, in its most recent SEC filing, Abacus revealed that during this past quarter, ***92%*** of the policies sold were transferred to related parties under Abacus's control. *See* Abacus 10-Q at 50 (May 11, 2026).

74. The consequences are exactly what one would expect when a seller controls the buyer: "[s]ales to related parties resulted in average realized gains of 26.4%" versus mere "gains of 10% from sales to external parties." Abacus Q1 2025

10-Q at 51.[7]

75. This dramatic difference underscores the fraudulent business practices that prop up Abacus's misleading financials. Abacus could only offload these policies in related-party transactions—where it sits on both sides of the deal—because Abacus had purchased the policies and valued them at inflated prices based on short Lapetus LEs. Unlike the related parties that Abacus controls, third-party "[c]lients do not accept Lapetus LE reports in isolation." Ex. 14, at 3. These massive related-party transactions then provide distorted "historical market data" that Abacus would feed back into the company's valuation method, further bolstering the illusion of growth—a closed loop in which Abacus manufactures its own self-serving benchmarks. Now, not only is Abacus deceiving its shareholders, but it is also deceiving those, including credit unions, who are invested in its related-party funds.

76. Indeed, Abacus knows that the lifeblood of its success—and the ability for its co-founders and executives to sell their shares—depends on raising money from these credit unions and other investors into its related-party funds, which can then purchase the overvalued policies off its balance sheet. Jay Jackson has said as much: "[redacted]" Ex. 34, at 1 (emphasis added). And if Abacus could

[7] Notably, Abacus's Partnership Agreement for one of its related-party funds—Abacus Premier Income Plus, LP—vests "the sole discretion" in "making investments" in the "General Partner" who is, of course, another Abacus related party, Abacus Premier Income Plus GP, LLC. *See* Ex. 33, at 1, 13.

not raise third-party funds to monetize its policies at inflated prices, "[redacted]" of his company. *Id.* That, in turn, posed a problem for Jay Jackson and other Abacus executives who were admittedly "[redacted]" *Id.* at 3.

F. Abacus's First Amended Complaint

77. What remains of Abacus's First Amended Complaint brings a trio of claims against Coventry and Alan Buerger. The FAC alleges that Coventry and Mr. Buerger made a series of purportedly untrue statements about Abacus's business. However, at no time prior to this lawsuit did Abacus send Coventry or Mr. Buerger a cease-and-desist letter—or any other writing—claiming that Defendants' public statements were false or misleading

78. Abacus's defamation and FDUTPA claims rely on the premise that it is "false, misleading, and defamatory" to suggest that "Lapetus life expectancies are too short" and that "Abacus relies on those estimates to intentionally overvalue" policies. FAC ¶¶ 6, 7.

79. The problem for Abacus is that the premises of its suit are ***themselves*** deliberately false and misleading. It is, in fact, ***true*** that Lapetus life expectancies are materially shorter than the rest of the market. And, it is, in fact, ***true*** that Abacus relies on those life expectancies to value policies. Abacus knew that the premises underlying its lawsuit were false ***when it filed this lawsuit***. Indeed, the same month Abacus filed its complaint, [redacted] out of [redacted] policies on Abacus's books—almost [redacted] of them—had

[redacted] Ex. 35, at 1. Just months earlier, Abacus recognized that using a different LE provider would cause its portfolio valuation to [redacted]. And the discovery to date shows that Abacus knew for a fact that Lapetus LEs were materially shorter and rejected by many in the industry.

80. But Abacus went ahead with its lawless litigation strategy anyways because it wanted to shut down the public discussion about its scheme to use misleading Lapetus LEs, manipulated discount rates, and related-party transactions for its own pecuniary gain.

81. Specifically, Abacus's FAC alleges that the following statements made by Counterclaimants, *inter alia*, are false and defamatory:

a. That Abacus "not exclusively but primarily" uses Lapetus as their "medical underwriting company." FAC ¶ 199(a).

b. That public companies are "trying to generate steady progress in [their] quarterly earnings," which creates a temptation to manufacture earnings. *Id.*

c. That only "small," "stupid," or "unsophisticated" investors use Lapetus. FAC ¶ 199(c).

d. That "fair market value [based on Lapetus] is grossly overstated," and that "[v]aluations based on Lapetus life expectancies could lead to significantly inflated asset values and investor losses." FAC ¶¶ 199(f), 199(i), 214(a).

e. That "Lapetus's life expectancy estimates are 'consistently and materially shorter than those issued by other life expectancy providers, potentially leading to the overvaluation of life insurance policies.'" FAC ¶ 199(g).

f. And that Abacus has a "close" relationship with Lapetus. FAC ¶ 214(b).

82. But Abacus indisputably knew that each of these statements was true when it filed this lawsuit.

a. Abacus knew that it primarily used Lapetus as its LE provider. As Grant Thornton remarked based on conversations with Abacus management, in "substantially all cases, [Abacus] management used ***one LE report per policy as they determine their valuation***." Ex. 24, at 1 (emphasis added). And Abacus "[m]anagement ***typically utilizes Lapetus as their LE provider***." *Id.* (emphasis added). Abacus's policy holdings back this up. *See, e.g.,* Ex. 36, at 3 ([redacted]).

b. Abacus knew that it felt tempted to increase its earnings with the goal of driving the stock price up. Abacus CEO Jay Jackson pushed back on Scott Kirby wanting to [redacted] Ex. 34, at 3. Jackson then doubled down, saying that Abacus is "[redacted]" because he was "[redacted]

[redacted]” *Id.* (emphasis added).

c. Abacus knew that sophisticated tertiary market investors had stopped using Lapetus LEs to buy policies. In Abacus's words, “[redacted]” Ex. 37, at 2; *see also, e.g.*, Ex. 38, at 3 (“I don't think Nova (or any other fund) is going to bid off of the Lapetus alone.”).

d. Abacus knew that fair market values based on short Lapetus LEs would be overstated. Shortly before it filed this lawsuit, Abacus conducted an analysis that found that if it were to [redacted], its portfolio value [redacted]. *See* Ex. 7, at 1. This chart from Abacus's own analysis says it all:

[redacted]

e. Abacus knew that Lapetus LEs were consistently and materially shorter than those of other LE providers. When Abacus tried to sell a policy with a Lapetus LE in May 2022, a seasoned broker in the industry replied that it "can't currently use Lapetus LEs as they usually seem significantly shorter than the other more established LE providers (as I'm sure you're well aware!)." Ex. 12, at 1. Abacus's own internal analysis of Lapetus LE length found it was "significantly lower on average" than Fasano, "and lower on average compared to the short[est]" life expectancy on hand from any other provider. Ex. 11, at 1. Abacus also knew—like others throughout the industry—that "[redacted]" Ex. 39, at 2. And Jay Jackson himself acknowledged that valuations could be "really high" because "we did Lapetus only." Ex. 16, at 3. In fact, in the case he was then discussing, the Lapetus life expectancy was more than ***ten years*** shorter than the next shortest estimate. *See id.* at -625. In addition, six days after the Morpheus Report—and less than three weeks before Abacus filed its first complaint—Abacus's Chief Investment Officer, Elena Plesco, received a life expectancy analysis which expressly found [redacted]. Ex. 40, at 6.

f. And Abacus knew that it had—and continues to have—a close relationship with Lapetus. Indeed, from the beginning, Abacus invested in Lapetus and Jay Jackson sat on the Lapetus Board so that Abacus could [redacted].

Ex. 8, at 1. Subsequently, just six days before Abacus filed the FAC, Abacus's Revised Letter of Intent [redacted] Ex. 41, at 1–2. Removing any doubt of Abacus's intention to continue its unlawful entanglement with Lapetus, Abacus also represented that it [redacted] and in fact hired Olshansky, a co-founder of Lapetus, following his company's demise. *Id.* at 2.

83. Other statements that Abacus challenges are likewise true—and Abacus knows it.[8] For instance:

a. Abacus says it is false that it has "to choose which accounting method [it'll] use for [a] policy and can never change it." FAC ¶ 199(d). But Abacus itself concedes this is true in its SEC filings. *See* Abacus 2024 10-K at 80 ("The valuation method is chosen upon contract acquisition and is irrevocable.").

b. Abacus says it is false that the Coventry Study "cast[s] doubt on the accuracy of asset valuations based primarily on Lapetus life

[8] Abacus knowingly rips other statements out of context. It claims that it is misleading to suggest that Abacus does not use the "fair value" method. FAC ¶ 214(d). But Mr. Buerger never suggested otherwise—and in fact specifically acknowledged that Abacus "went to fair market value" when it went public. ECF 47-6 at 4. Nor did Mr. Buerger ever claim that Abacus had "asset-backed debt." FAC ¶ 199(b). This was merely one of "three things" that Mr. Buerger "believe[d] will likely happen" in the future to raise the capital that Abacus needs to perpetuate its financial scheme. ECF 47-6 at 3.

expectancies." FAC ¶ 199(h). Yet that is exactly what the Study does. It reflects Coventry's observation—based on "all Lapetus life expectancy reports [Coventry] was aware of" for which another underwriter provided a report "within 3 months" of Lapetus's own—that Lapetus was "shorter in 85% of cases" by an average of 31 months. These results were then verified by academics. And they are consistent with Abacus's own internal analysis.

c. Abacus says it does not hold its policies for more than a "short period of time." FAC ¶ 214(j). But "a review of [Abacus's] SEC disclosures related to the buying and selling of policies show that its quarterly turnover has likely averaged 20.2%" during the year prior to this suit, which "impli[es] a holding period of over 1.3 years, double Abacus' target."[9] This shows "that Abacus [was] becoming increasingly stuck with hard-to-sell, overvalued policies."[10] And that is why Abacus has since turned to offloading those policies to related parties.

d. Abacus says it is misleading to suggest that other public companies in the life settlement industry have gone bankrupt. FAC ¶ 214(c). But that is exactly what happened with Life Partners and GWG Holdings. They filed for bankruptcy after understating life expectancies to

[9] Morpheus Research, *Abacus' Scattered Response Failed To Refute Any Of Our Allegations & Contradicted Its Own Statements To The SEC* (June 12, 2025), https://bit.ly/4eRw2L.

[10] *Id.*

overvalue their assets. Abacus cannot avoid that uncomfortable truth.

e. Abacus also says it is misleading to note that the company's "inventory" and "amount of money [it is] investing each quarter" is producing increasing "unrealized gains." FAC ¶ 214(e). But that, again, is exactly what the company's SEC filings showed.

84. Indeed, the FAC is rife with other misrepresentations that are flatly contradicted by Abacus's—and its business partners'—own documents. Other examples include:

a. "Abacus has ***never said that it uses Lapetus to value the assets on its balance sheet, nor has it ever done so***." FAC ¶ 11 (emphasis in original); *see also* FAC ¶¶ 69, 127 (same). Abacus's own documents show that this is a lie. Abacus employee Armando Cabrera stated in May 2025 that [redacted]" the same month Abacus's stated balance sheet valuation on its SEC filing was $446 million. Ex. 7, at 1 (emphasis added); *see* Abacus 10-Q at 2 (May 8, 2025) (listing $446 million for "Life settlement policies, at fair value").

b. "After reviewing [Abacus's] fulsome disclosures [in Abacus's November 4, 2024 response to the SEC's November 1, 2024 Comment Letter], the SEC did not raise any concerns about Abacus's valuation methodology or the relationship between Lapetus and Abacus again." FAC ¶ 119. This is a lie, too. On August 15, 2025—

one month prior to the FAC being filed—the SEC penned another comment letter to Abacus specifically asking about Abacus's "relationship with Lapetus Solutions" as well as "whether any of your directors or officers have any interest in any of the medical underwriting firms." *See* Ex. 25 at 3, 14.

c. Abacus characterizes Jay Jackson's Lapetus directorship as "[a] prior unpaid nominal board position held by Mr. Jackson in which Mr. Jackson was in an advisory position, he did not have authority or capacity to act on Lapetus's behalf, and he was only minimally involved with Lapetus's operations." FAC ¶ 135. But this is also grossly misleading. Jay Jackson was, in fact, "[redacted]" Ex. 26, at 2; *accord* Ex. 42 at 3. And he indisputably participated extensively at board meetings. *See, e.g.*, 43, at 2. In fact, he did so [redacted]. *See* Ex. 44, at 1–25.

d. Abacus describes its investment in Lapetus as a "$1 million convertible note, that may result in at most 5% ownership upon conversion," which "would not grant [Abacus] any influence or control over Lapetus." FAC ¶ 135. But Abacus's own documents confirm that the primary reason Abacus invested in Lapetus was so Abacus could "[redacted]" the notoriously short LE provider. Ex. 8, at 1. Abacus's investment was, in Jay Jackson's words, "[redacted]" and "[redacted]

[redacted]" Ex. 2, at 1. And Abacus knew that its note purchase agreement with Lapetus granted Abacus the right to "[redacted]" Ex. 22, at 7.

85. Abacus knew its claims were based on false premises and nevertheless pushed ahead with this baseless lawsuit. In fact, these false premises that Abacus proffered were some of the very same premises that this Court relied on in not dismissing Abacus's pleading—demonstrating that Abacus has even misled this Court. *See, e.g.*, ECF No. 100, at 5 & n.2 ("each count explains how the factual allegations support Abacus's claims" relating to "the specific statements Plaintiff alleges are defamatory" which were found in "Defendants' appendix"); *id.* at 7 ("Defendants never shared the factual basis for this implication" that "Lapetus (and by extension Abacus) were deliberately underestimating life settlement values"); *id.* at 8–9 ("in the context of Defendants' alleged broader scheme, [these statements] imply Abacus was trying to dishonestly inflate its valuation").

86. Lest there be any doubt, Abacus's press release announcing the lawsuit demonstrates that its main goal in bringing this suit was to shut down public debate regarding its business practices as a public company in a highly regulated industry. Abacus used a judicial filing to create the narrative that it does "not" use Lapetus life expectancies "to derive its balance sheet valuations." Press Release, Abacus Global Management Sues Coventry and its Chairman Alan Buerger for Defamation and Anticompetitive Conduct (July 1, 2025), bit.ly/4vhXVm1. But that assertion, as

already explained above, is patently false. One internal document after another, as well as documents from Abacus's auditor, business partners, and others, highlight Abacus's fraud on the public—and this Court.

87. Abacus's press release also peddles its false claim that Counterclaimants partnered with Morpheus in publishing Morpheus's June 4, 2025 Report, which Abacus alleges "eras[ed] more than $200 million in market capitalization" for Abacus's stock. *Id*. In fact, Abacus says that "Coventry will be responsible for hundreds of millions of dollars in damages ***should Abacus prove*** that Morpheus was acting as Coventry and Buerger's willing partner and megaphone." *Id*. (emphasis added).

88. But Counterclaimants did not talk with Morpheus, let alone "partner" with it, before the June 4, 2025 Morpheus Report. To the contrary, Morpheus's representative and co-author of the Morpheus Report denied under oath that Coventry and Mr. Buerger had any role in the Morpheus Report's publishing. Instead, Morpheus, having only seen Counterclaimants' public statements about Abacus, "immediately viewed all of Coventry's [public] claims with an immense amount of skepticism, as we do whenever we see a competitor criticizing another competitor." Ex. 45, 182:17-20. The witness testified that he "think[s] it's very possible that [Morpheus] would have written a report that was extremely similar . . . if Coventry had never put out a press release." Ex. 45, 115:7-10. And under oath, the witness confirmed that it is his "personal belief" that "Abacus is still committing a fraud." Ex. 45, 175:10-13 ("Q: So you said today that Abacus is still committing a fraud . . . A:

That's my personal belief").

89. But Abacus went after Coventry and Mr. Buerger in this litigation, not Morpheus. Instead, Abacus ***released Morpheus from all claims*** while pursuing these spurious claims against Coventry and Mr. Buerger. *See generally* Ex. 46. And Abacus released Morpheus from all claims even though Abacus's case is centered on a theory of harm stemming from an "eras[ure of] more than $157 million in market capitalization" and a 21% drop in Abacus stock ***"[w]ithin minutes" of Morpheus's June 4 Report coming out***. FAC ¶ 13 (emphasis added). Nevertheless, Abacus pursued claims against Coventry and Mr. Buerger, and not Morpheus, even though Coventry and Mr. Buerger had no idea the Morpheus Report was in the works or being published.

90. Abacus did this because its chief concern was not remuneration for supposed losses to its market capitalization; it was shutting down Counterclaimants' public discussion of Abacus's shady business practices.

91. Coventry and Mr. Buerger now bring these counterclaims to seek redress for the harm Abacus has done to them, in the form of court costs, attorneys' fees, reputational harm, and lost profits.

COUNT I

(Florida Anti-SLAPP, Fla. Stat. § 768.295)

92. Counterclaimants reallege and incorporate Paragraphs 1–91 as if fully set forth herein.

93. Abacus brought this underlying lawsuit against Coventry and Mr. Buerger primarily because they exercised their rights of free speech in connection with a public issue. Specifically, Coventry and Mr. Buerger made statements in interviews, public debates, and in protected conversations with government regulators, among other protected fora, regarding a public issue: the business practices and public disclosures of a publicly traded company, who receives public investment, who regularly publicly advertises on television and elsewhere, and who operates in a highly regulated industry.

94. Abacus's underlying lawsuit is utterly baseless. Abacus regularly uses Lapetus life expectancies to calculate the supposed "fair value" of the policies in its portfolio, and Lapetus life expectancies are systematically shorter than those of other life expectancy providers. Abacus knew these facts prior to its filing of this lawsuit. And every one of the statements that Abacus challenges is constitutionally protected.

95. Furthermore, Counterclaimants were not the proximate cause of the June 4, 2025 Morpheus Report that allegedly harmed Abacus. They took no knowing part in the development of the June 4, 2025 Morpheus Report, had no knowledge of Morpheus, nor any warning that Morpheus was going to release its report on June 4, 2025. *See supra* ¶¶ 77–85.

96. Counterclaimants have incurred significant costs as a result of Abacus's tortious campaign; namely, the bringing and publicizing of this suit to stymie public debate. Counterclaimants have incurred damages including court costs and attorneys'

fees in connection with Abacus's SLAPP suit.

COUNT II

(Florida Viatical Settlements Act, Fla. Stat. §§ 626.991–993)

97. Counterclaimants reallege and reincorporate Paragraphs 1–91 as if fully set forth herein.

98. At all relevant times, Abacus, and its employees and officers acting within the scope of their duties, were viatical settlement providers as defined in Fla. Stat. § 626.9911(14).

99. At all relevant times, Lapetus was a life expectancy provider who issued life expectancy estimates that were routinely, consistently, and materially short, manifesting a pattern of false, misleading, or deceptive life expectancies.

100. From 2023 onwards, Abacus used false, misleading, or deceptive life expectancies for its own financial gain, including but not limited to valuing its portfolio and selling policies to the funds it manages.

101. Abacus knew at all relevant times that these Lapetus life expectancy estimates were false, misleading, or deceptive, and knowingly used these life expectancy estimates for its own financial gain.

102. Abacus's scheme to use false, misleading, or deceptive life expectancies culminated in and was the proximate cause of their filing of this instant lawsuit.

103. This lawsuit has produced significant actual damages to Counterclaimants, in the form of litigation costs, attorneys' fees, and reputational

harms.

104. Abacus's scheme to use this pattern of false, misleading, or deceptive life expectancies also culminated in and was the proximate cause of the public documents surrounding this lawsuit like Abacus's press releases, which caused actual damages to Counterclaimants, including reputational harm to Coventry and its business.

COUNT III

(Florida Viatical Settlements Act, Fla. Stat. §§ 626.991–993)

105. Counterclaimants reallege and incorporate Paragraphs 1–91 as if fully set forth herein.

106. At all relevant times, Abacus, and its employees and officers acting within the scope of their duties, were viatical settlement providers as defined in Fla. Stat. § 626.9911(14).

107. At all relevant times, Lapetus Solutions, Inc. was a registered life expectancy provider as defined in Fla. Stat. §§ 626.9911(5), 626.99175.

108. From November 2021 through November 2024, Jay Jackson was a voting member of the Board of Directors of Lapetus Solutions, Inc., a registered life expectancy provider, while serving as an officer and director of a viatical settlement provider, Abacus, as well as its affiliates Abacus Settlements, LLC and Longevity Market Assets, LLC.

109. Jay Jackson's service on the Lapetus Board of Directors violated the Florida Viatical Settlement Act's prohibition on viatical settlement providers serving

as directors of life expectancy providers.

110. Jay Jackson's service on the Lapetus Board of Directors, which violated the Florida Viatical Settlement Act's prohibition on viatical settlement companies serving as directors of life expectancy providers, constitutes an unfair trade practice under Fla. Stat. § 626.9927.

111. While serving as a director on the Lapetus Board of Directors, Jay Jackson distributed Coventry's, and other industry members', sensitive and confidential trade secret information to Abacus employees, misappropriating that information.

112. Coventry discovered Jay Jackson's distribution of Coventry's protected, sensitive trade secret information during the pendency of this instant litigation and raised these claims as soon as practicable.

113. As a result of Jay Jackson's unfair trade practices which resulted in the misappropriation of confidential, valuable, proprietary business information, Counterclaimants have suffered actual harm in the form of lost profits stemming from Abacus's improper consolidation of market share due to its unlawfully obtained trade secrets.

RELIEF

WHEREFORE, Counterclaimants respectfully requests judgment against Abacus as follows:

a. Judgment on all counts in favor of Counterclaimants;

b. Compensatory damages in an amount to be proven at trial, including but not limited to damages stemming from reputational harms, lost profits, and misappropriation of trade secrets;

c. Attorneys' fees and costs associated with Abacus's SLAPP suit;

d. Punitive damages for Abacus's egregious pattern of knowing and intentional misconduct;

e. Pre- and post-judgment interest, to the maximum extent provided by law; and

f. Any and all other legal or equitable relief to which Counterclaimants are entitled

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Counterclaimants respectfully demand a jury trial on all issues.

Dated: July 9, 2026

Respectfully Submitted,

/s/ Andrew J. Levander
ANDREW J. LEVANDER (*pro hac vice*)
DECHERT LLP
Three Bryant Park
1095 Avenue of the Americas
New York, NY 10036
Telephone: (212) 698-3500
Facsimile: (212) 698-3599
andrew.levander@dechert.com

ERIC AUSLANDER (*pro hac vice*)
DECHERT LLP
1900 K Street, NW
Washington, DC 20006

MICHAEL H. MCGINLEY (*pro hac vice*)
BRIAN A. KULP (*pro hac vice*)
DECHERT LLP
Cira Centre
2929 Arch Street
Philadelphia, PA 19104

ALFRED J. BENNINGTON, JR.
GLENNYS ORTEGA RUBIN
BENJAMIN F. ELLIOTT
SHUTTS & BOWEN LLP
300 South Orange Ave.
Suite 1600
Orlando, FL 32801

Counsel for Defendants Coventry First LLC and Alan Buerger