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ND/GA PROB 12C
(6/12)

UNITED STATES DISTRICT COURT
for
NORTHERN DISTRICT OF GEORGIA

FILED IN CLERK'S OFFICE
U.S.D.C. - Atlanta

MAY - 7 2014

JAMES M. DAVEN, Clerk
By: *[Signature]*
Deputy Clerk

**Violation Report and Petition For Summons
for Offender Under Supervision**

Name of Offender: **Timothy Moses**

Docket No. **1:04-CR-508-01-CAP**

Name of Sentencing Judicial Officer: **Honorable Charles A. Pannell, Jr.**

Date of Original Sentence: **February 17, 2006**

Original Offense: **Securities Fraud/18 U.S.C. §§1348(2) and 1621(1)**

Original Sentence: **78 months incarceration followed by 5 years supervised release with special conditions to participate in the 500 hour drug/alcohol program while in the custody of the Bureau of Prisons (completed), firearm restrictions, search, financial disclosure, no new credit, drug testing and treatment, 100 hours of community service (completed), and pay \$1.65 million in restitution at a rate of \$300 plus 25% of the offender's monthly income that exceeds \$2,000.**

Type of Supervision: **Supervised Release**

Date Supervision Commenced: **January 3, 2011**

Assistant U.S. Attorney: **To Be Assigned**

Defense Attorney: **G. Michael Smith**

**RESPECTFULLY PRESENTING PETITION FOR ACTION OF COURT FOR CAUSE AS
FOLLOWS:**

The offender has violated the conditions of supervision as follows:

Moses has failed to follow the instructions of the probation officer by refusing to disclose his financial information as ordered by the Court. He has not provided supporting documents for deposits made to his bank account. On July 22, 2013, Moses was instructed to obtain his own bank account where his deposits and withdrawals could be monitored, which he failed to do.

In July 2012, Moses opened new lines of credit without the approval of his probation officer. Moses denied opening the credit and was instructed to provide proof that he disputed the credit. Further, it took him six months to submit a copy of the letter he stated he would mail to dispute the new line of credit his son allegedly opened. To date, there is no evidence on his credit report of Moses disputing these lines of credit or closing the account.

Moses failed to answer truthfully all inquiries by the probation officer by refusing to answer direct

questions regarding his finances.

Moses has failed to provide verification of his employment and income with Ambassador Limousine Services as instructed. He has only provided copies of two paychecks, both in the amount of \$300, though he claimed on his written monthly report form to have made significantly more.

On February 17, 2014, Moses accepted employment as a consultant with Physicians Access Care after he was denied permission by the probation officer to be employed in any capacity with this company. He did not notify the probation officer of his employment nor did he provide proof of his employment.

In addition, Moses failed to be truthful on his written monthly report form by not disclosing his income from Physicians Access Care for the months of February and March 2014.

Moses has failed to provide proof that he has filed income taxes while under supervision.

PREVIOUS VIOLATION(S) REPORTED TO THE COURT:

On July 25, 2012, a violation report was submitted to the Court for failure to pay restitution. Your Honor agreed with the recommendation to monitor Moses closely, and no further action was taken.

On October 1, 2012, a violation report was submitted to the Court for failure to pay restitution. Moses was given a verbal reprimand, and no further action was taken. Your Honor agreed with the probation officer's recommendation.

On January 16, 2013, a violation report was submitted to the Court for failure to pay restitution. Your Honor modified Moses's restitution payments to \$100 per month. He has complied with that order.

PETITIONING THE COURT TO:

Issue a Summons for Timothy Moses directing him to appear before the Court at Atlanta, Georgia, on the 19th day of May, 2014, at 2:00 p.m., to show cause why Supervised Release heretofore entered should not be revoked.

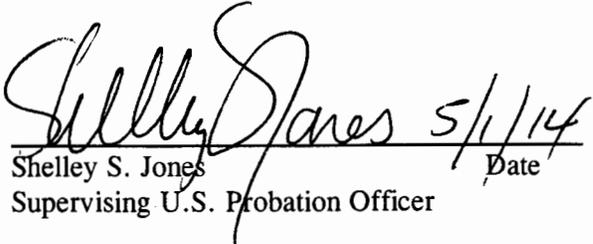
I declare under penalty of perjury that the foregoing is true and correct.



Shannon N. Brewer
U. S. Probation Officer

5/1/14

Date



Shelley S. Jones
Supervising U.S. Probation Officer

5/1/14

Date



THE COURT ORDERS:

The issuance of a Summons.

No Action

Other



Honorable Charles A. Pannell, Jr.
Senior U. S. District Court Judge

5 May 2014
Date

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA

v.

TIMOTHY MOSES

CRIMINAL ACTION
NO. 1:04-CR-508-CAP

ORDER/JUDGMENT

On this 20th day of May, 2014, came the attorney for the government and the defendant appeared in person and with counsel, G. Michael Smith.

A probation officer of this court having moved the court to revoke the supervised release heretofore granted the defendant on February 17, 2006, for the period of (5) five years. The defendant having denied that he violated the terms and conditions of his supervised release, and the court having found that the defendant did violate his conditions of supervised release, it is,

ORDERED BY THE COURT that the supervised release be revoked, and IT IS ADJUDGED that the defendant, having been found guilty of said offense, is hereby committed to Bureau of Prisons for a term four (4) months with no supervised release to follow. The defendant if allowed to self surrender to the United States Marshal on June 16, 2014 no later than 12:00 p.m., unless directed by the Bureau of Prisons to surrender somewhere else. The defendant is not to surrender before June 16, 2014.

IT IS FURTHER ORDERED that the Clerk serve a copy of this Order upon the defendant, defense counsel, Probation Officer, United States Attorney and the United States Marshal.

SO ORDERED, this 23rd day of May, 2014.

/s/Charles A. Pannell, Jr.
CHARLES A. PANNELL, JR.
United States District Judge

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

UNITED STATES OF AMERICA

Plaintiff,

Vs.

CASE No.: 1:04-CR-508-1-CAP

TIMOTHY MOSES

Defendant,

**MOTION TO MODIFY SENTENCING
OR
EARLY TERMINATION OF PROBATION**

Comes Now, G. Michael Smith, Attorney for Defendant, Timothy Moses and moves this Court to modify and /or terminate the remaining balance of the Defendant's probation.

The Court will recall it was considering placing the Defendant in confinement due to his failure to timely and fully provide his new probation officer with requested documents.

The Court withheld confinement due to the Defendant's serious health issues. Since the time of that hearing the Defendant has continued to provide the Court with updated medical records and reports from his treating physicians, as directed by the Court.

Additionally, the Defendant has continued to file his regular monthly reports to his probation officer since his last court appearance June 12, 2014. Interestingly further review of the timing of the Defendant's medical and probation reporting records has revealed that the Defendant had suffered a heart attack only two weeks before the subject violation of the probation reporting.

This may only be a coincidence or in fact may have been the causal event leading to the Defendant's failure to fully and timely report to his new probation officer.

While the actual facts leading the violation will never be fully known, the record shows that Timothy Moses served his complete incarceration period of almost five years of confinement without incident and served approximately four years and two months of his five year probation without incident before the violation in question occurred two weeks after a heart attack.

1.

Attached to this Motion is a copy of the most recent medical narrative from Brian K. Nadolne, MD, FAAFP which describes Timothy Moses recent medical procedures, the related complications and prognosis for the future. This medical narrative was provided to the Court as part of the ongoing reporting, in compliance with the Court's directive.

2.

The Defendant shows since the Court's Order allowing him to live at home and to continue receiving medical treatment, he has not violated any laws, he has continued to make his regular monthly reports to his probation officer and has under gone serious medical procedures for a life threatening medical condition.

3.

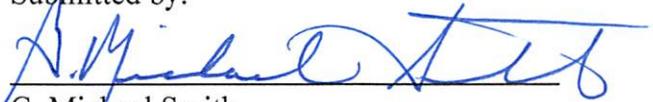
This Court is empowered to modify and/or change the probated sentence, during the term of the Defendant's probated sentence, pursuant to the powers bestowed by 18 U.S. Code §3563 (c) . This petitioner is asking this Court to allow the Defendant to serve out the Court's original directive of confinement for 90-120 days in "home confinement" and then termination of any remaining probation. In the alternative the Defendant asks the Court to consider immediate termination of his probation in light of his life threatening heath conditions. Additionally, we ask the Court to consider that the Defendant has demonstrated his contrition by his continued lawful

behavior and timely compliance of reporting to his probation officer for the past nine (9) months while undergoing numerous and varied medical procedures.

Wherefore the Defendant respectfully requests the Honorable Court to consider this Motion and to issue an Order along the lines as proposed.

This 26th day of February, 2015.

Submitted by:



G. Michael Smith
Ga. Bar # 658000

Smith, Collins & Fletcher, P.A.
8565 Dunwoody Place
Bldg. # 15
Atlanta, Georgia 30350
678-245-6785



Nadolne Family Medicine & Preventive Care

Brian K. Nadolne, MD, FAAFP

Alice J. Philip, MD and Allison Schindler, PA-C

February 12, 2015

Dear Judge Pannell,

Effective November 2014, I took over as primary physician for Mr. Tim Moses. I have been closely monitoring Tim's health not only prior to his late December heart surgery but also post-surgery. It is my understanding that Tim's attorney has asked that I provide a status and review of his current health conditions and prognosis. I have been made fully aware of his past incarceration as well as his current status under the DOJ, and as a result, I have concerns.

In 2014, Tim was diagnosed with severe atherosclerosis which would require either multiple revascularization procedures of the heart or extensive open-heart surgery. Tim also has chronic thrombocytopenia which posed a significant added risk to any of those procedures as well as to post surgery recovery. Thrombocytopenia is a condition that increases the possibility of internal bleeding and prolongs recovery due to bleeding. Unfortunately, because of his condition and low platelet count, the use of anticoagulants, such as aspirin or Plavix, which are required to be taken for one year after drug alluding stent procedures, were originally ruled out and neither could be used to prevent the chance of restenosis, further complicating his recovery prognosis. Open heart surgery posed an even greater risk, which still remains a possibility at this time.

A final decision was ultimately made to allow the use of anticoagulants which would require careful bi-monthly monitoring. This decision posed an increased risk of bleeding out or causing other internal bleeding issues. In order to attempt to revascularize Tim's heart and not have to do triple or quadruple bypass surgery, multiple stents would be needed. Five (5) stents were placed in two major arteries on December 31, 2014. His cardiologist was unable during that procedure to complete revascularization of the 3rd artery; this revascularization procedure has yet to be scheduled. Tim did experience internal bleeding after the December surgery (see attached images).

There is a high likelihood that Tim will need to have coronary artery bypass graft surgery in the future should his required use of Plavix become of further concern, in particular if restenosis after the heart stenting or further internal bleeding is encountered, which will need regular monitoring by cardiology and family medicine over the six to twelve months subsequent to the stenting procedure(s). Further, should Tim experience chest pains from the remaining blocked artery before the additional revascularization procedure takes place, bypass surgery will be considered.

My concerns at this time are for both potential complications from his procedure(s) or for any internal bleeding resulting from the use of Plavix, as well as for other ongoing medical issues requiring treatment.

It is in my professional opinion that incarcerating my patient for any length of time would be placing him at considerable risk.

Thank you for your attention to this matter.

Please feel free to contact me if you need further medical history.

Brian K. Nadolne, MD, FAAFP
Board Chair, Georgia Academy of Family Physicians
President, Nadolne Family Medicine & Preventive Care

1230 Johnson Ferry Place, Suite B-10
Marietta, GA 30068

Phone: 770.509.0017

Fax: 770.971.7818

If you will it, it is no dream –Theodur Hertzl
THINK HEALTH

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA

v.

TIMOTHY MOSES,

Defendants.

CRIMINAL ACTION
NO. 1:04-CR-508-CAP

ORDER VACATING SENTENCE AND TERMINATING SUPERVISED RELEASE

This action is currently before the court on the defendant's Motion to Modify Sentence and Early Termination of Supervised Release [Doc. No. 165]. After reviewing the defendant's medical records and taking into consideration the recommendations of the United States Attorney's Office and the defendant's probation officer, the court hereby VACATES the sentence imposed on 5/20/2014 [Doc. No. 150] Order Revoking Supervised Release. It is further ordered that defendant's Motion to Modify Sentence and Early Termination of Supervised Release [Doc. No. 165] is granted. The defendant's supervised release is hereby terminated.

SO ORDERED, this 21st day of April, 2015.

/s/CHARLES A. PANNELL, JR.
CHARLES A. PANNELL, JR.
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

UNITED STATES OF AMERICA, :
 :
 v. : CRIMINAL ACTION
 : NO: 1:04-CR-00508-CAP-JMF-1
 :
 TIMOTHY MOSES, :
 :
 Defendant, :

**SATISFACTION OF MONETARY
PORTION OF JUDGMENT**

The special assessment, fine and/or restitution portion of the judgment in the above entitled case having been paid, the Clerk of the United States District Court for the Northern District of Georgia is hereby authorized and empowered to satisfy and cancel said portion of record.

Respectfully submitted,
BYUNG J. PAK
UNITED STATES ATTORNEY

s/Cynthia B. Smith
CYNTHIA B. SMITH
Assistant United States Attorney
Georgia Bar No. 655473
600 United States Courthouse
75 Ted Turner Drive, S.W.
Atlanta, Georgia 30303
Ph.: 404-581-6350
Fax: 404-581-6167
cynthia.smith2@usdoj.gov

CERTIFICATE OF SERVICE

This is to certify that I have this day electronically filed the within and foregoing Satisfaction of Monetary Portion of Judgment with the Clerk of Court using the CM/ECF system and that I have served the following non-CM/ECF participant(s) by depositing a copy of the same in the United States mail addressed as follows:

Timothy Moses
405 N. Errol Court
Atlanta, GA 30327

This 10th day of April, 2019.

s/Cynthia B. Smith
CYNTHIA B. SMITH
Assistant United States Attorney
Georgia Bar No. 655473
cynthia.smith2@usdoj.gov

IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA

ALIERA HEALTHCARE, INC.,	:	
	:	
Plaintiff/Counterclaim Defendant,	:	
	:	CIVIL ACTION
vs.	:	FILE NO. 2018CV308981
	:	
ANABAPTIST HEALTH SHARE; UNITY	:	
HEALTH SHARE, LLC,	:	
	:	
Defendants/Counterclaimants,	:	
	:	
ALEXANDER CARDONA; and TYLER	:	
HOCHSTETLER,	:	
	:	
Defendants.	:	
_____	:	

TRANSCRIPT OF THE APPLICATION HEARING

Heard before the Honorable Alice D. Bonner, Judge, Superior Court of Fulton County, at the Fulton County Courthouse, 136 Pryor Street, Atlanta, Georgia 30303, at 10:16 a.m. on January 22, 2019.

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APPEARANCES OF COUNSEL

On behalf of the Plaintiffs:

RONAN P. DOHERTY, Esquire
ROBERT L. ASHE, III, Esquire
KAMAL GHALI, Esquire
Bondurant Mixson & Elmore, LLP
One Atlantic Center
1201 West Peachtree Street, N.W.
Suite 3900
Atlanta, GA 3039

ELIZABETH B. SHIRLEY, Esquire
JACOB A. BURCHFIELD, Esquire
Burr Foreman, LLP
420 North Twentieth Street
Suite 3400
Birmingham, AL 35203

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1 THE COURT: Make sure your microphone is working.

2 THE WITNESS: Testing.

3 THE COURT: That's excellent.

4 Whereupon,

5 TYLER HOCHSTETLER,

6 having been duly sworn, testified under oath as follows:

7 DIRECT EXAMINATION

8 BY MR. REINKE:

9 Q Good morning, Mr. Hochstetler.

10 A Good morning.

11 Q Do you have any educational degrees?

12 A I do.

13 Q What educational degrees have you earned?

14 THE COURT: I need you to speak up into the
15 microphone and less than slower.

16 MR. REINKE: Absolutely.

17 MR. REINKE: (resuming)

18 Q What educational degrees have you earned?

19 A I have a Juris Doctor from Oak Brook College of Law,
20 which I received in 2011. I also have a graduate degree from
21 Rutgers University, which I received in 2014.

22 Q What is your graduate degree from Rutgers?

23 A That's also a J.D.

24 Q Are you a licensed attorney?

25 A I am.

1 Q In which jurisdictions?

2 A California, Virginia, and Pennsylvania.

3 Q How long have you been a licensed attorney in each of
4 those jurisdictions?

5 A I've been a licensed attorney since 2012 and I took
6 the Bar in all three states. Thank the Lord, passed all three,
7 and the most recent one was in 2015.

8 Q Is your license to practice law currently active in
9 those jurisdictions?

10 A It is.

11 Q Are you currently affiliated with Anabaptist
12 Healthshare?

13 A I am.

14 Q What is Anabaptist Healthshare?

15 A It is a healthcare sharing ministry that is
16 recognized by the IRS as a 501(c)(3) and also recognized by
17 CMS -- the Center for Medicare Medicaid Services -- as a
18 healthcare sharing ministry.

19 Q What is your current affiliation with Anabaptist
20 Healthshare?

21 A I'm chairman of the board.

22 Q How long have you been the chairman of the board of
23 Anabaptist Healthshare?

24 A Since about March of 2018. I've been on the board
25 since its founding but I became the chairman after Tim Moses

1 came off the board.

2 Q Do you have experience with healthcare sharing
3 ministries?

4 A I do.

5 Q Can you please describe your prior experience with
6 healthcare sharing ministries?

7 A Yes. I've been working with healthcare sharing
8 ministries for a number of years. Of the approximately 100
9 healthcare sharing ministries that exist, I have worked with
10 over half of them and, primarily because of my contacts within
11 the Anabaptist community, I have worked with many of them in
12 formation. I've worked with some of them in continuing
13 matters. I was actually at a board meeting for another one
14 last week. I'm very involved in this field. It's one of my
15 specialties.

16 Q All right. Can you please explain for the Court what
17 a healthcare sharing ministry is?

18 A Yes. It is a religious exemption to the Affordable
19 Care Act and it has several components. It must be a
20 501(c)(3), it must have an annual audit, you can't remove
21 members for having pre-existing conditions, you have to
22 be -- you must be a religious or ethical religious group and
23 yes, you must go through all the components listed in the
24 Affordable Care Act.

25 Q And is one of those components the duration of time

1 for which a healthcare sharing ministry has been in existence?

2 A That is correct. Either you, your organization, or a
3 predecessor has to have existed since 1999.

4 Q How is a healthcare sharing ministry different than
5 insurance?

6 A It's an alternative to insurance and the primary
7 distinction is that the members of the healthcare sharing
8 ministry all come together and share expenses as a group.
9 Whereas an insurance company just pools the money together in a
10 for-profit enterprise and pays out claims as they're submitted.
11 So in a group, it's like a group sharing fund of like-minded
12 people. So if I have a broken leg, I can submit a bill and the
13 other members of the group actually share that expense.

14 Q Are healthcare sharing ministries recognized by the
15 federal government?

16 A If they're approved by CMS, they are. And there is a
17 very limited number of those that are actually approved by CMS.

18 Q Is Anabaptist Healthshare a recognized healthcare
19 sharing ministry by the federal government?

20 A Yes, it is.

21 Q Could you please turn to tab 2, which is Joint
22 Exhibit 2 that's been preadmitted into evidence?

23 A Yes.

24 Q Do you recognize this document?

25 A I do.

1 Q And what is this document?

2 A This the formal approval letter from CMS stating that
3 Anabaptist Healthshare is a recognized healthcare sharing
4 ministry.

5 Q When did Anabaptist Healthshare receive this letter
6 from the Center for Medicaid and Medicare Services?

7 A July 14, 2015.

8 Q And because Anabaptist Healthshare has received this
9 letter from CMS, do the members of Anabaptist Healthshare
10 qualify for the exemption from the Affordable Care Act's
11 individual mandate?

12 A Yes, they do.

13 Q Is there anything that Anabaptist Healthshare is
14 required to do in order to ensure that it continues to be
15 recognized as a healthcare sharing ministry by CMS?

16 A Yes, there are several very key components. One is
17 we have to file a Form 990 order to maintain our 501(c)(3)
18 nonprofit status. We also have to have an annual CPA audit
19 performed.

20 Q What is a Form 990?

21 A Form 990 is an annual report of your charitable
22 activities to the IRS. Your income, your expenses, your
23 donations, your board members. Various other information like
24 that.

25 Q And what information does Anabaptist Healthshare need

1 to complete its annual CPA audit?

2 A We have to have complete and accurate financial
3 statements.

4 Q Did there come a time when Timothy Moses approached
5 Anabaptist Healthshare regarding a potential relationship
6 between Alieria and Anabaptist?

7 A Yes, he did.

8 Q When did that happen?

9 A October of 2016.

10 Q What did Mr. Moses tell you about the potential
11 relationship between Alieria and Anabaptist?

12 A He approached us on behalf of Alieria as a third-party
13 vendor and he actually compared it to other healthcare sharing
14 ministries that exist, Liberty HealthShare being one. And he
15 just stated that they wanted to be a third-party vendor for our
16 501(c)(3) and that they could take their direct primary care
17 medical home products and couple them with our HCSM products
18 and sell them as a third-party vendor.

19 Q Was this an in-person meeting?

20 A Yes, it was.

21 Q When did that in-person meeting take place?

22 A October 27, 2016.

23 Q Where did it take place?

24 A In Ruckersville, Virginia, at the Holiday Inn
25 Express.

1 Q Who was present at that initial meeting?

2 A Alex Cardona, who is Unity's -- or sorry. Kingdom's
3 . present CEO, as well as Tim Moses.

4 Q Okay. And just as a quick point of clarification,
5 Mr. Hochstetler, I should have done this when we started. But
6 can you describe the relationship between Unity and Kingdom?

7 A Yes. Kingdom is Unity. Kingdom is just a rebranded
8 name of Unity and the reason we had to rebrand is because when
9 we terminated with Alieria, they shut down our website, they
10 took our IP, and they just caused so much harm, we thought we
11 had to rebrand.

12 Q And Mr. Hochstetler, if I refer to Kingdom and Unity
13 interchangeably today, will you understand that I'm referring
14 to the same entity?

15 A Yes.

16 Q Okay. So I believe we were discussing who was
17 present at the meeting at the Holiday Inn.

18 A Correct.

19 Q And you -- you mentioned that Mr. Cardona was
20 present; correct?

21 A Yes.

22 Q Was Mr. Cardona a representative of Unity at that
23 meeting?

24 A He was. I'm sorry. No. He was a representative of
25 Alieria at the meeting.

1 Q Okay. Did Alieria have any other representatives at
2 that meeting?

3 A No, it was just Tim and Alex.

4 Q Okay. So we have Mr. Moses and Mr. Cardona?

5 A Correct.

6 Q Who was present on behalf of Anabaptist Healthshare
7 at that meeting?

8 A It was myself and my father, Eldon.

9 Q Did Mr. Moses present a potential business
10 relationship to you at that meeting?

11 A Yes, he did.

12 Q And what was the business relationship that he
13 presented?

14 A He presented as a third-party vendor and they were a
15 for-profit organization. So by default, they had to be a
16 third-party vendor. We were a nonprofit organization that held
17 the healthcare sharing ministry recognition from CMS and they
18 needed our recognition in order to be able to sell healthcare
19 sharing ministry products alongside their direct primary care
20 products to the market place.

21 Q Did the parties discuss any changes to the corporate
22 structure of Anabaptist Healthshare in order to enter into this
23 potential business relationship?

24 A Yes. I negotiated and suggested that we create a
25 nonprofit subsidiary of Anabaptist Healthshare, which is called

1 Unity Healthshare. This is a wholly-owned subsidiary of the
2 parent nonprofit corporation, Anabaptist Healthshare.

3 Q Is Unity Healthshare -- strike that. Did the parties
4 in fact create Unity Healthshare, LLC?

5 A Yes, we did. And it's important to note that under
6 IRS regulations, Unity Healthshare is Anabaptist Healthshare.
7 It is the same thing. When we file our Form 990, all the
8 income expenses of Unity are considered income expenses of
9 Anabaptist Healthshare. They're one and the same.

10 Q You spoke briefly about the audit before. Are you
11 required to include financial information about Unity
12 Healthshare in the audit that you're required to file on behalf
13 of Anabaptist?

14 A Yes, we are. And we have, in fact, have been unable
15 to do our 2017 and 2018 annual audits by CPA firm because we do
16 not have financial information, which we have requested
17 repeatedly in writing from Alieria.

18 Q Okay. And we'll get there. But who created Unity
19 Healthshare, LLC?

20 A We did. Anabaptist Healthshare.

21 Q Okay. Did Mr. Moses discuss what the relationship
22 would be between Alieria and Unity Healthshare, LLC?

23 A Yes, he did. It was that of a third-party vendor and
24 that alone.

25 Q And what would Unity Healthshare, LLC's role in the

1 relationship be?

2 A It would provide the healthcare sharing ministry that
3 can be marketed nationwide.

4 Q Does Unity Healthshare possess a healthcare sharing
5 ministry exemption under federal law?

6 A It does. Under Anabaptist Healthshare, yes.

7 Q Did Mr. Moses explain to you why Alieria was
8 interested in partnering with Anabaptist Healthshare?

9 A Yes, he did.

10 Q What did he explain?

11 A He explained they were unable to provide the
12 hospitalization component of a healthcare offering because a
13 direct primary care medical home cannot offer hospitalization.
14 Further, as a for-profit organization, they had no ability to
15 own or offer healthcare sharing ministry products to the
16 public. So they had to couple with a nonprofit in order to
17 make this happen.

18 Q Was the partnership with Alieria that Mr. Moses had
19 proposed attractive to Anabaptist Healthshare?

20 A It was.

21 Q Why was it attractive to Anabaptist Healthshare?

22 A We had an opportunity to grow this organization, we
23 had an opportunity to offer this successful healthcare sharing
24 model to more people, and we just felt with the rising costs
25 and challenges of healthcare in America, it was a good thing to

1 be able to offer this to more people.

2 Q During the negotiations with Mr. Moses, what, if
3 anything, did Mr. Moses represent to Anabaptist about Alieria's
4 relationship with state regulators?

5 A So this was a really key part of our negotiations.
6 He represented to us they were very strong on compliance. He
7 emphasized his relationships with insurance commissioners. He
8 emphasized their ability to go in the front door, that they
9 weren't trying to do anything shady, they were trying to keep
10 everything legal. That was extremely important to me.

11 Q Did the parties discuss how Alieria would be
12 compensated for serving in its role as a third-party vendor of
13 the Unity HCSM plans?

14 A Yes, Tim actually made a proposal -- and he proposed
15 \$25 per member per month as their fee for services as a third-
16 party vendor. He also justified that precise dollar amount by
17 comparing it to another healthcare sharing ministry and stating
18 that they charged \$24 a month. So he was just comparing that
19 for fair market value purposes as being fair and reasonable,
20 and he presented \$25 as his cost for service.

21 Q And what was the -- did Mr. Moses explain to you what
22 the specific \$24 per member per month fee that he was comparing
23 the proposed \$25 per member per month fee against -- what that
24 fee was for?

25 A Administrative services.

1 Q Did you ever represent to Alieria that it was your
2 understanding that Alieria would maintain the rights to all the
3 products it sold which contained a Unity HCSM component?

4 A Absolutely not. And in fact, to do so would've been
5 a legal impossibility because a nonprofit must own the members
6 of the healthcare sharing ministry. Is impossible legally
7 under the Affordable Care Act for a for-profit to own nonprofit
8 members.

9 Q Did Anabaptist Healthshare operate an existing
10 healthcare sharing ministry prior to its relationship with
11 Alieria?

12 A Yes, we did.

13 Q Did the parties discuss that prior healthcare sharing
14 ministry that Anabaptist Healthshare operated as part of these
15 negotiations?

16 A Yes, we did.

17 Q What did the parties discuss about that prior
18 healthcare sharing ministry?

19 A So the prior negotiations had to do with Unity versus
20 Alieria. What Unity plan members were, what Alieria plan members
21 were, and it's just sort of an ancillary discussion. We said
22 we'd like to keep the Anabaptist component of this program,
23 kind of in-house in Virginia, so we just sort of added that as
24 a line item but the primary and key negotiations were Unity
25 Healthshare members owned by Anabaptist versus the Alieria

1 members.

2 Q Did you ever represent to Alieria that the only rights
3 that Anabaptist would retain under the parties' agreement are
4 the rights to those individual pre-existing healthcare sharing
5 ministry members?

6 A I'm sorry. Could you repeat the question?

7 Q Absolutely. Did you ever represent to Alieria in
8 these discussions that the only rights that Anabaptist
9 Healthshare would retain under the parties' agreement were the
10 rights to these pre-existing Anabaptist Healthshare members
11 that predated the parties' agreement?

12 A Absolutely not.

13 Q After your initial meeting with Mr. Moses, what
14 happened next?

15 A We then negotiated a memorandum of understanding and
16 we presented the opportunity to the rest of the board members.
17 There were five board members of Anabaptist Healthshare at that
18 time. We presented the opportunity to them, they considered
19 it, and they approved the concept of moving forward with Alieria
20 at \$25 per member per month.

21 Q Was the amended -- I'm sorry. Scratch that. Was the
22 memorandum of understanding ultimately reduced to writing?

23 A Yes, it was.

24 Q Who drafted the written memorandum of understanding?

25 A It was provided by Alieria.

1 Q Did Anabaptist Healthshare play any role in drafting
2 the amended memorandum of understanding?

3 A We had an opportunity to negotiate and edit it and
4 obviously, in hindsight, we would've done a lot more editing
5 but there was a trust factor there. We trusted them, we
6 trusted their ability to be compliant, and yes, that was the
7 extent of it.

8 Q During your initial meeting with Mr. Moses, what, if
9 anything, did Mr. Moses tell you about his background?

10 A So it's really interesting. Throughout the
11 discussion, Mr. Moses was emphasizing that he was this great
12 businessman, very successful businessman. That he had built a
13 billion-dollar publicly traded company and that he had then
14 retired. That's what he said.

15 Q Prior to Anabaptist's decision to enter into an
16 agreement with Alieria, did Mr. Moses ever tell you that he been
17 convicted of securities fraud and perjury?

18 A No, he did not.

19 Q And prior to Anabaptist's decision to enter into
20 Alieria, did Mr. Moses ever tell -- strike that. Prior to
21 Anabaptist's decision to enter into a business agreement with
22 Alieria, did Mr. Moses ever tell you that his supervised release
23 had been revoked for lying to federal probation officers about
24 financial affairs?

25 A Absolutely not. I was shocked and appalled to hear

1 that.

2 Q Can you please turn to tab 3 of your binder, which
3 has been preadmitted as Joint Exhibit 3. Is this the amended
4 memorandum of understanding that Alieria Healthcare entered into
5 with Anabaptist Healthshare?

6 A Yes.

7 Q When did Anabaptist and Alieria enter into this
8 amended memorandum of understanding?

9 A This was November of 2016.

10 Q Who negotiated this agreement on behalf of Anabaptist
11 Healthshare?

12 A I did.

13 Q Who negotiate this agreement on behalf of Alieria?

14 A Tim Moses.

15 Q Who drafted this agreement?

16 A Alieria.

17 Q During the negotiation of the terms of this amended
18 memorandum of understanding, did you ever represent to anyone
19 at Alieria that Alieria would maintain the rights to all the
20 products it sold with a Unity component?

21 A Absolutely not. Again, that would have been illegal
22 impossibility because nonprofit members of healthcare sharing
23 ministry must be owned by the nonprofit.

24 Q And during the negotiation of the terms of this
25 amended memorandum of understanding, did you ever represent to

1 anyone at Alieria that Anabaptist Healthshare would only retain
2 the rights to its pre-existing Mennonite members?

3 A Absolutely not. Anabaptist Healthshare owned Unity
4 Healthshare.

5 Q What was your understanding about whether the Alieria
6 products were supposed to be separate and distinct from the
7 Unity products?

8 A That was a big concern of mine. Is that Alieria
9 products and income would be distinguished, separate, and
10 segregated from Unity Healthshare income and profits. Or
11 revenues, rather.

12 Q All right. Please direct your attention to the third
13 whereas clause in the agreement. This is Joint Exhibit 3 and
14 it appears just above halfway on the first page of that
15 agreement. Do you see that?

16 A Which -- which whereas paragraph?

17 Q The third.

18 A I see it.

19 Q All right. Can you please read that whereas clause
20 up to the first semicolon into the record?

21 A Let's see. Which tab are you at again? I'm sorry.

22 Q Tab 3.

23 MR. DOHERTY: And just to clarify. Are we on the
24 amended MoU or the agreement?

25 MR. REINKE: The amended MoU.

1 MR. DOHERTY: Thank you.

2 A Okay. Down to the semicolon. Health plan. That
3 semicolon?

4 BY MR. REINKE: (resuming)

5 Q Yes.

6 A Okay.

7 "Whereas AHS and AHC wish to cooperate as set forth in
8 this MoU so that the AHC products along with the AHS products
9 are sold side-by-side and marketed to the public members who
10 are or agree to become members of the faith-based ministry
11 membership and health plan."

12 Q Thank you. Does this whereas clause reflect your
13 understanding of the parties' discussions around the
14 negotiation of this amended memorandum of understanding?

15 A It does.

16 Q And is it consistent with the discussions you had
17 with Mr. Moses while you were negotiating this amended
18 memorandum of understanding?

19 A Yes.

20 Q Please take a look at Section 2.5J of the memorandum
21 of understanding, which appears at the bottom of page 3.

22 A I see it.

23 Q And can you please read that provision into the
24 record?

25 A "AHS will contract with AHC to market Unity

1 Healthshare, service memberships, cover claims, handle bill
2 productions, and generally operate Unity Healthshare, subject
3 to the direction of the board of AHS. AHC will charge an
4 anticipated \$25 per member per month for this service."

5 Q What does AHS refer to in this provision?

6 A Anabaptist Healthshare.

7 Q What does AHC refer to in this provision?

8 A Alieria Healthcare.

9 Q Is this provision consistent with your discussions
10 with Mr. Moses about Alieria's role with respect to the parties'
11 business arrangement?

12 A It is.

13 Q Did there come a time after the execution of the
14 amended memorandum of understanding when Alieria sought to enter
15 into a subsequent written agreement?

16 A Yes.

17 Q When was that?

18 A Already in December of 2016, December 19, 2016, Tim
19 wanted to renegotiate.

20 Q Was an updated written agreement ever reduced to
21 writing?

22 A Yes.

23 Q And who drafted that updated written agreement?

24 A Alieria.

25 Q Please turn to tab 4, which has been preadmitted as

1 Joint Exhibit 4. Is this the updated agreement between
2 Anabaptist Healthshare and Alieria Healthcare?

3 A Yes.

4 Q What's the date of this agreement?

5 A This was February 1, 2017.

6 Q Did the parties in fact enter into this agreement?

7 A Yes.

8 Q Is it your understanding that this is the agreement
9 that superseded the amended memorandum of understanding that we
10 just looked at?

11 A That's correct.

12 Q Did you participate in the negotiation of the terms
13 of this agreement?

14 A Yes.

15 Q During the negotiation of the terms of this
16 agreement, did you ever represent to anyone at Alieria, that
17 Alieria would maintain the rights to all of the products it sold
18 which contained a Unity component?

19 A Absolutely not. Nothing changed in that regard.

20 Q And during the negotiation of the terms of this
21 agreement, did you ever represent to anyone at Alieria that
22 Anabaptist Healthshare would only retain the rights to the
23 individual pre-existing Anabaptist members?

24 A No.

25 Q Please take a look at Section 7G on page 5 of the

1 agreement. Let me know when you're there.

2 A I'm there.

3 Q Can you please read that section of the agreement
4 into the record?

5 A "Alieria will design and implement all cost-sharing
6 plans, marketing materials, operational controls, and general
7 business banking for UHS for its operation of Unity Healthshare
8 subject to access and approval by the AHS Board of Directors."

9 Q What does UHS refer to here?

10 A Unity Healthshare.

11 Q What does AHS refer to?

12 A Anabaptist Healthshare.

13 Q Is this section consistent with what you understood
14 Alieria's role to be with respect to the Unity plans?

15 A It is.

16 Q And is this section consistent with the discussions
17 that you had with Mr. Moses about what Alieria's role would be
18 with respect to the Unity plans?

19 A Yes.

20 Q Does this agreement also set forth the compensation
21 that Alieria was to receive for the services that it provided
22 for the Unity plans?

23 A It does.

24 Q Where in this agreement are those compensation terms
25 set out?

1 A I'm not sure right offhand but I do know that the
2 main reason and the main change in this amended agreement was
3 that Tim asked for the first two months of membership, in
4 addition to the \$25 per member per month, and in addition to
5 the enrollment fee. And I simply asked him, do you need this,
6 and he says, yes, we do need this. And he also explained they
7 would take the first month, they would use the second month for
8 expenses as needed, and he also again justified this additional
9 amount in comparison with another healthcare sharing ministry
10 that used third-party vendors for services.

11 So he again compared it to another healthcare sharing
12 ministry and we approved that additional change. That was the
13 primary change between the October agreement and the February
14 agreement. It was more money.

15 Q Okay. So let's just back up really quickly. I want
16 to make sure I understand.

17 A Sure.

18 Q So how was Alieria compensated under the amended
19 memorandum of understanding that the parties had entered into?

20 A The same way as before as a third-party vendor. The
21 only change was we were giving them more money.

22 Q But under the amended memorandum of understanding,
23 the first agreement that you entered into with Alieria, how much
24 did Alieria receive in compensation for its services?

25 A \$25 per member per month and an enrollment fee.

1 Q And does this subsequent written agreement that the
2 parties entered into change Alieria's compensation for the
3 services it was provided?

4 A Yes. The change was that in addition to what they
5 were being paid before, they were going to receive the first
6 two months of membership with the second month being contingent
7 on expenses as needed.

8 Q And did Alieria continue to receive the \$25 per member
9 per month?

10 A They did.

11 Q And did Alieria continue to receive the initial
12 enrollment fee?

13 A They did.

14 Q Why did Anabaptist agree that Alieria should receive
15 additional funding?

16 A Tim Moses represented that they needed additional
17 funding and he requested it and we wanted to make sure the
18 operation was successful, for the good of the members and the
19 organization.

20 Q Was Alieria performing additional services under this
21 agreement that it was not performing under the amended
22 memorandum of understanding?

23 A No, there were no additional responsibilities that I
24 recall.

25 Q Just additional money?

1 A Correct.

2 Q Can you please take a look at Section 1.3 of the
3 agreement? I'd like to direct your attention to the second
4 sentence of that Section 1.3. Let me know when you're there.

5 A I see it. It starts with Alieria?

6 Q Okay. Could you please read that second sentence of
7 Section 1.3 into the record?

8 A "Alieria will retain all right, title, and interest
9 including all intellectual property rights in and to the Alieria
10 products and AHS is and shall remain the sole and exclusive
11 owner or authorized licensor of and will retain all right,
12 title, and interest, including all intellectual property rights
13 in and to the membership roster except for the specific
14 licenses granted in Section 2 -- 1.2."

15 Q Did you have any conversations with Alieria about the
16 meaning of the phrase membership roster in this section of the
17 agreement?

18 A We always understood this membership roster referred
19 to the Unity Healthshare members.

20 Q What was that understanding based upon?

21 A Our entire negotiations, from the time they first
22 pitched it to us in October until the renegotiation of this
23 agreement. It was always referring to the Unity Healthshare
24 members.

25 Q Did you ever tell anyone at Alieria that you

1 understood this reference to membership roster to mean the list
2 of the pre-existing Mennonite health share members that existed
3 prior to the relationship with Alieria?

4 A No, we already had full control and authority over
5 Anabaptist's membership roster. The only thing that Alieria
6 ever even saw was the Unity membership roster, so that was the
7 only thing we were discussing and negotiating in this
8 agreement.

9 Q Please take a look at Section 7F of the agreement,
10 which appears on page 5. And my apologies for making you jump
11 around a little bit.

12 A That's okay. I'm there.

13 Q Okay. I'd like to direct your attention to the
14 fourth sentence of that paragraph which begins with Eldon
15 Hochstetler.

16 A Yes. I see it.

17 Q Can you read that sentence into the record please?

18 A "Eldon Hochstetler and Tyler Hochstetler shall have
19 access to the Unity Healthshare member database at all times.
20 Alieria will fund additional staff as agreed upon by each party
21 for their services, the terms of which are open to be
22 reassessed or renegotiated in good faith, each successive
23 year."

24 Q Okay. What do you understand the phrase Unity
25 Healthshare member database to mean in this paragraph of the

1 agreement?

2 A The members of Unity Healthshare.

3 Q Do you understand it to be different in any way from
4 the reference in Section 1.3 to membership roster?

5 A No, it meant the same thing.

6 Q During the duration of the agreement, did Alieria
7 provide you with access to the Unity Healthshare member
8 database at all times?

9 A They did not.

10 Q Did you ever specifically request that Alieria provide
11 you with access to the Unity Healthshare member database?

12 A Yes, we did.

13 Q How did Alieria respond to that request?

14 A They denied it.

15 Q Please turn to Section 7L of the agreement. Do you
16 see that?

17 A Yes.

18 Q It's on the very last page.

19 A Yes.

20 Q I'd like to direct your attention to the first
21 sentence of Section L. Do you recall making edits to, any
22 edits, to the language of that Section L during the course of
23 your negotiations of the agreement with Alieria?

24 A No.

25 Q Could you please turn to tab 5 of your binder? This

1 contains Joint Exhibit 5. What is this document?

2 A This is the Unity Healthshare member guide.

3 Q Who drafted this member guide?

4 A Primarily Alieria.

5 Q Did you have any input into what was included in the
6 member guide?

7 A I provided some edits but they delivered it to the
8 members.

9 Q Which entity had final approval authority over what
10 was included in the member guide?

11 A Alieria covered all of the direct distribution
12 members.

13 Q Are you generally familiar with this member guide?

14 A Yes.

15 Q Is the member guide consistent with your
16 understanding of what Anabaptist and Unity had agreed to in the
17 February 1, 2017 agreement?

18 A Yes, it is.

19 Q Did there come a time when Alieria and Unity were
20 required to provide information to state regulators in
21 connection with the plans that they offered to members?

22 A Yes, several times.

23 Q And in connection with the provision of information
24 to regulators, did Alieria provide information to the Maryland
25 Insurance Commissioner?

1 A Yes, they did.

2 Q Did Alieria make representations to the Maryland
3 Insurance Commissioner concerning the Unity HCSM plans?

4 A Yes, they did.

5 Q Please turn to tab 1 of your binder. Can you please
6 describe what this document is?

7 A This is a letter from Alieria's legal counsel to the
8 Maryland Insurance Commissioner.

9 Q Let's look at the second page of this letter. And at
10 the top of that page you'll see that it states that the
11 following is a brief summary of the grounds upon which Alieria
12 intends to rely for the relief sought at the hearing. Do you
13 see that?

14 A Yes.

15 Q Do you know where Alieria obtained the information
16 that's -- strike that. Do you know where the law firm that
17 drafted this letter on Alieria's behalf obtained information for
18 this letter?

19 A I'm not exactly sure but I do know that Alieria
20 produced most of these responses. We had minimal input in
21 numerous of these responses so this was, to my -- the best of
22 my recollection, this is primarily drafted by them.

23 Q Please take a look at paragraph number 1 on this page
24 2. Do you see that? And I'd like to direct your attention
25 last sentence of that paragraph.

1 A I see it.

2 Q It begins Unity is a subsidiary of Anabaptist
3 Healthshare.

4 A Yes. Do you want me to read it?

5 Q Is the sentence consistent with your understanding
6 that it is Unity that was to offer the HCSM plans under the
7 parties' agreement?

8 A Yes, it is. This states it correctly.

9 Q Please take a look at paragraph number 3, which is
10 about halfway down the second page. Do you see that?

11 A I see it.

12 Q Can you please read the second sentence of that
13 paragraph into the record?

14 A Are you talking paragraph three?

15 Q I'm sorry. It looks like -- could you please read
16 paragraph three in its entirety for the record?

17 A Okay.

18 Q I think that will be easier.

19 A Sure.

20 "Alieria does not engage in activities which fall within
21 the scope of Section 1-201 of the insurance article.

22 Additionally, as a program administrator for Unity plans,
23 Alieria is exempt from Maryland licensing laws because Alieria
24 does not market insurance in Maryland."

25 Q Did you provide this description to the Maryland

1 Insurance Commissioner?

2 A I did not.

3 Q Is the description of Alieria as a program
4 administrator for the Unity plans consistent with your
5 understanding of the relationship that Anabaptist and Alieria
6 had agreed to?

7 A Yes.

8 Q Please turn to Tab 6 of your binder. Do you
9 recognize this document?

10 A Yes, I do.

11 Q And what is this document?

12 A This is a letter from the Brennan Law Office to the
13 Florida Insurance Commissioner.

14 Q What is the Brennan Law Office?

15 A They were legal counsel, assisting Alieria in response
16 to the Florida inquiry.

17 Q Do you know where the Brennan Law Office obtained the
18 information that it included in this letter?

19 A Yes. Both the law firms, the one in Maryland and the
20 one in Florida, worked directly with Alieria and they produced
21 these documents.

22 Q Okay. And let's take a look, a little more than
23 halfway down of the first page, under bolded numbered paragraph
24 one, subpart A. Do you see that?

25 A Yes.

1 Q Can you please read the response to subpart A into
2 the record?

3 A "Alieria provides and maintains the portal used by
4 members to purchase products. Funds collected through the
5 portal for Unity products are disbursed directly to Unity
6 Healthshare. Likewise, funds collected through the portal for
7 Alieria products are disbursed directly to Alieria."

8 Q Who provided this portion of this response to the
9 Florida office of insurance regulation?

10 A Alieria.

11 Q And is this portion of the response consistent with
12 your understanding of the parties' agreement?

13 A Yes, it is.

14 Q Was it your understanding that member funds collected
15 for Unity products were supposed to be sent directly from the
16 member to Unity Healthshare?

17 A Yes, it was.

18 Q Were member funds collected for Unity products in
19 fact sent directly from the member to Unity Healthshare?

20 A Well, we know now that they weren't.

21 Q What happened instead?

22 A Alieria collected all the money and then just decided
23 unilaterally, without our input or permission, how much money
24 would be given to the nonprofit.

25 Q Did the board of Anabaptist Healthshare ever

1 authorize Alieria to collect the money associated with the Unity
2 component?

3 A Absolutely not. And it would have been a breach of
4 our fiduciary duties and legal obligations to do so.

5 Q How did you learn that Alieria was doing this without
6 your authorization?

7 A For the first time, in January of 2018, Tim Moses
8 admitted to me in a board meeting that they had taken whatever
9 they wanted to take.

10 Q What did you understand him to mean by that?

11 A That they didn't like that we refused to continue
12 renegotiating the agreements and that they just decided to take
13 whatever they wanted to take. Financially and just put
14 whatever they wanted to put into the Unity agreement, into the
15 Unity bank accounts, and keep the rest for themselves. Spend
16 it, use it, do whatever they want with it.

17 Q You mentioned renegotiating the agreement. Did there
18 come a time when Alieria attempted to renegotiate the February
19 1, 2017 agreement that it had entered into with Anabaptist?

20 A Yes, literally every couple of months Tim kept
21 requesting renegotiation to provide more money to Alieria. And
22 after the February 2017 agreement, we finally said we need to
23 let this agreement run its course. We have to stop giving
24 additional money. Let's let it run its course and then it
25 changed from there.

1 Q Do you recall the first attempt to renegotiate the
2 February 1, 2017 agreement?

3 A It was April or May of 2017.

4 Q Did Mr. Moses explain in April or May of 2017 why he
5 wanted the agreement to be renegotiated?

6 A Yes.

7 Q What did he say about why he wanted the agreement to
8 be renegotiated?

9 A He wanted more money for Aliera.

10 Q Did he discuss anything about selling Unity
11 Healthshare at that time?

12 A Yes. He talked about the possibility of selling
13 Unity Healthshare.

14 Q Did Anabaptist agree to renegotiate the parties'
15 agreement to account for a possible sale of Unity Healthshare?

16 A No, we did not because Unity Healthshare, as I
17 explained in an email to Tim Moses, is a nonprofit organization
18 and cannot simply be sold. This was in spite of the fact that
19 he offered potentially millions of dollars to me as part of the
20 deal. I flatly refused it because I was concerned about doing
21 the right thing.

22 Q Please take a look at tab 7 of your binder, which has
23 been preadmitted into evidence as Joint Exhibit 7. And it's
24 two separate emails. Just for the record, they are separated
25 by a slip sheet.

1 A Okay.

2 Q Are these the emails that you were referencing in
3 your testimony just a minute ago?

4 A Yes.

5 Q Okay. Let's take a look at the second email under
6 this Exhibit 7. The first page of that email, about halfway
7 down the page, there's two numbered bullets. Do you see that?

8 A Yes.

9 Q Is this the email that you sent to Mr. Moses?

10 A It is.

11 Q What is the date of that email?

12 A May 8, 2017.

13 Q Let's take a look at numbered paragraph 2 in that
14 agreement -- I'm sorry. In that email. Do you see that?

15 A I do.

16 Q Can you please read that paragraph into the record?

17 A "Regarding the MoU, we like the arrangement as it
18 currently stands and we are not willing to renegotiate it at
19 this time. As I believe we have demonstrated over the past six
20 months, we are appreciative of what you have done for us.
21 Right now, we want to give the February agreement a chance.
22 This is a mutually beneficial arrangement. We bring an HCSM to
23 the table, which cannot simply be started by whomever because
24 of the 1999 requirement, and you bring business savvy and
25 expertise. Let's let the agreement run its course for a year

1 and see where we stand by then.”

2 Q What does the MoU refer to here?

3 A The memorandum of understanding and it refers to the
4 February amendment of the MoU.

5 Q Okay. What does the February agreement in your
6 language here under paragraph 2 refer to?

7 A The amended MoU. The latest version of the
8 agreement.

9 Q So when was this email drafted?

10 A This email was drafted May 8, 2017.

11 Q And what was the latest version of the parties'
12 agreement on May 8, 2017?

13 A February 1, 2017 MoU agreement.

14 MR. DOHERTY: I'm sorry. Can I object just for
15 clarification?

16 MR. REINKE: Yes. I was going to ask --

17 MR. DOHERTY: There's something called the MoU
18 agreement that I don't know about, or?

19 THE COURT: I'm sorry. Are you wanting my
20 attention?

21 MR. DOHERTY: I'm sorry, Your Honor. I'm trying to
22 clarify whether -- which agreement we're talking about.

23 MR. REINKE: I'll ask him to clarify.

24 BY MR. REINKE: (resuming)

25 Q Mr. Hochstetler, if you could please turn to tab 4

1 and look at the agreement that's behind tab 4, which is Joint
2 Exhibit 4. Is this the agreement that you're talking about in
3 this?

4 A Yes. And I apologize if I use the word MoU. What I
5 really meant was the February 2017 agreement, whatever that was
6 called.

7 Q And that's Joint Exhibit 4; correct?

8 A Correct.

9 Q And what are you conveying to Mr. Moses about the
10 February 1, 2017 agreement in this email?

11 A That we felt we had renegotiated enough and that we
12 needed to actually let this agreement run its course and that
13 we weren't willing to continually and constantly renegotiate to
14 give Alieria more money every couple of months.

15 Q And let's move to that top email on that same page.
16 And we're now looking at Joint Exhibit 7, just for the record.
17 Do you see that?

18 A Yes.

19 Q And who's that email from?

20 A This is from Tim Moses.

21 Q And its directed to you?

22 A Yes.

23 Q What's the date of that email?

24 A May 8, 2017.

25 Q What does Mr. Moses say to you in that email?

1 A "Understand on point one but we will have to regroup
2 on point two. My board will want to move back to marketing as
3 we did AlierCare if there is not protection on the other side.
4 Simply can't build value for another company and spend millions
5 to do it. We will adjust accordingly."

6 Q In May 2017, did you have an understanding of what
7 Mr. Moses meant by this statement: we will adjust accordingly?

8 MR. DOHERTY: Object, Your Honor, to the extent he's
9 asking the witness to testify about what somebody else
10 meant.

11 MR. REINKE: I'm asking for his understanding of
12 what the witness meant -- of what Mr. Moses meant.

13 THE COURT: I'll allow it.

14 A I did not know what he meant.

15 BY MR. REINKE: (resuming)

16 Q Do you have an understanding as you sit here today of
17 what Mr. Moses meant?

18 A Yes, I do. It was very clear.

19 Q What's your understanding?

20 A That they were going to do whatever they wanted
21 because he revealed to me in January of 2018, at the board
22 meeting, they did whatever they wanted. And I asked him how
23 long it been going on and he said April of 2017. Which is
24 right around the time of this email.

25 Q Let's move back to the other email chain that appears

1 in this Joint Exhibit 7. Do you see that?

2 A Yes.

3 Q All right. And there's an email from you to Mr.
4 Moses on May 8, 2017. Do you --

5 A Yes.

6 Q -- see that?

7 A Yes.

8 Q I'd like to direct your attention to the third
9 paragraph of that email.

10 A I see it.

11 Q Can you please read that third paragraph of your
12 email to Mr. Moses into the record?

13 A "We also need to discuss 501(c)(3) flow of funds. It
14 is important to remember that any funds generated by the sale
15 of Unity HCSM products are Unity funds. Unity's board then
16 contracts with Alieria to provide agreed-upon services. Any
17 funds Alieria generates for Alieria DPCMH products are of course
18 Alieria funds. The line is a bit blurry right now between what
19 are Alieria funds and what are Unity funds."

20 Q Is your description here of the allocation of funds
21 between Unity and Alieria consistent with your understanding of
22 what the parties had agreed in their February 1, 2017
23 agreement?

24 A Yes, it is.

25 Q Did Mr. Moses ever tell you in response to this email

1 that he believed that your description of the allocation of
2 funds was in any way inaccurate?

3 A No.

4 Q Did Mr. Moses ever tell you in response to this email
5 that he believed that your description of the allocation of
6 funds was inconsistent with what the parties had agreed to in
7 their agreement?

8 A No.

9 Q What did you mean when you stated that the line is a
10 bit blurry right now between what are Alieria funds and what are
11 Unity funds?

12 A That was an understatement but I was trying to
13 be -- I was trying not to sound too overly emphatic. But what
14 I was saying there was the line is very blurry right now and
15 we've got to clean up the flow of funds.

16 Q What do you mean when you say the line was very
17 blurry?

18 A Meaning Alieria was not following the agreement and
19 Alieria was doing things that were concerning me and we needed
20 to make sure that the funds were going to the right places.

21 Q Did you know at this time where the funds were going?

22 A No. Other than Alieria was holding and spending funds
23 that we have with Unity, was as much as I knew.

24 Q And how did you know that?

25 A Tim would make statements that, you know, we're

1 spending Unity funds and, you know, on behalf of Unity and then
2 in January, he actually revealed he was also spending Unity
3 funds on behalf of Alieria.

4 Q Let's take a look at the last paragraph of your email
5 to Mr. Moses, which appears on -- on the next page. And it
6 begins regarding the sale of Unity. Do you --

7 A Yes.

8 Q -- see that?

9 A Yes.

10 Q Does this paragraph reflect the reason that the
11 Anabaptist Board of Directors did not agree to the sale of
12 Unity?

13 A Correct.

14 Q And what was that reason?

15 A A nonprofit organization cannot be sold and if the
16 nonprofit is ever disbursed or terminated, the proceeds have to
17 go under the Internal Revenue Code to other charities. You
18 cannot sell a nonprofit to give the proceeds to individuals or
19 for-profit companies.

20 Q I'd like to go back now to the January 2018 board
21 meeting that you spoke about earlier. And you spoke about
22 earlier that Mr. Moses told you something about the funds;
23 correct?

24 A Yes.

25 Q And what was that?

1 A He revealed that Alieria had been taking whatever they
2 wanted to take. That he just allocated the revenues for Unity
3 Healthshare however he wanted to allocate them, and spent them
4 however he wanted to spend them, and just put whatever he felt
5 like it into the Unity fund, into the Unity accounts.

6 Q Did you ask Mr. Moses how long he had been doing
7 that?

8 A Yes.

9 Q What did he tell you?

10 A Since April of 2017.

11 Q Did Anabaptist ever authorize Alieria to place Unity
12 funds in Alieria accounts?

13 A I'm sorry. Can you repeat the question?

14 Q Sure. Did Anabaptist ever authorize Alieria to place
15 Unity funds in Alieria accounts?

16 A No.

17 Q Did Anabaptist ever authorize Alieria to use Unity
18 funds for Alieria's own purposes?

19 A Absolutely not. And to do so would have been a
20 breach of our fiduciary duties.

21 Q Why didn't you discover what Alieria was doing before
22 January 2018?

23 A Well, again, Tim had represented to us that
24 compliance was his number one strategy. That they did
25 everything correctly, they followed the rules, they followed

1 the law, and we trusted them. I'm a trusting person -- person
2 by nature and I tried to give him the benefit of the doubt and
3 then I discovered that he obviously was not following it and so
4 that's -- yeah. How it unfolded.

5 Q All right. After Mr. Moses' statement to you, at the
6 January 2018 board meeting, that he was doing whatever he
7 wanted with the funds, did Anabaptist take any action?

8 A Yes, we did. That's what I would call the beginning
9 of the end. We immediately began taking steps to try to save
10 this healthcare sharing ministry. We hired legal counsel. We
11 sent formal letters to Alieria demanding an accounting and a
12 return of the funds and to do things correctly.

13 Q Did Unity ever instruct Alieria to immediately turn
14 over Unity funds??

15 A Yes, we did.

16 Q Do you recall when you made that request?

17 A July 25, 2018.

18 Q Was that request made through Unity's counsel?

19 A Yes, it was.

20 Q Did Unity ever instruct Alieria to instruct members to
21 direct future payments to Unity instead of Alieria?

22 A Yes, we did.

23 Q What was your purpose in making those requests?

24 A To make sure that the right funds got to the right
25 places and that there was not a misappropriation of those

1 funds.

2 Q Was it Unity -- was Unity attempting to take
3 authority back from Alieria that it had granted to Alieria under
4 the agreement?

5 A Well, we never granted Alieria the authority to do
6 whatever it wanted with Unity funds. We were simply trying to
7 require Alieria to follow the written agreement that we had and
8 to follow IRS rules.

9 Q Did the written agreement between Anabaptist and
10 Alieria allow Alieria to collect funds from members?

11 A Not on behalf of Unity. Well, it allowed them to
12 administrate the Unity plan but not to spend Unity dollars on
13 behalf of Alieria because that would've been improper
14 expenditure of nonprofit funds for a for-profit purpose.

15 Q So under that agreement, was Alieria required to keep
16 the funds segregated in a separate account?

17 A Yes.

18 Q Was that supposed to be a Unity account or an Alieria
19 account?

20 A A Unity account.

21 Q And when you found out Alieria wasn't doing that, did
22 you revoke Alieria's authority to keep the funds in a
23 Unity -- I'm sorry --did you revoke Alieria's authority to
24 collect the funds?

25 A Yes, we did. And we removed Tim Moses and Shelley

1 Steele from the Unity bank accounts as signers.

2 Q How did Alieria respond to your revocation of
3 authority to collect member funds?

4 A They denied it.

5 Q Did there come a time when Unity learned that Mr.
6 Moses had written checks to himself out of the Unity operating
7 account?

8 A Yes, we did.

9 Q And I think you mentioned Mr. Moses was an authorized
10 signatory. How did Mr. Moses become an authorized signatory on
11 the Unity account?

12 A He said he needed that access in order to be able to
13 properly administrate the Unity member plans.

14 Q When did Mr. Moses request that access?

15 A In November of 2016.

16 Q Who did he make that request to?

17 A To our board, the board of Anabaptist Healthshare.

18 Q And did the board of Anabaptist Healthshare approve
19 Mr. Moses as an authorized signatory on the Unity Healthshare
20 account?

21 A Yes, we did.

22 Q When did you first learn that Mr. Moses had written
23 checks to himself from the Unity operating account?

24 A May the 4th, 2018.

25 Q How did you learn that?

1 A So counsel for Burr Forman, Jennifer Mosely, left me
2 a voicemail on May the 4th, 2018 asking me to call her back. I
3 called her back and she informed me that Tim Moses had written
4 checks or paid himself as an advisor on behalf of Unity. She
5 told him that he needed to stop. That was our conversation. I
6 then looked into the Wells Fargo accounts. I discovered checks
7 that Tim Moses had written to himself, checks I had no
8 knowledge of, checks that were not approved by the board, and
9 it was absolutely stunning and appalling.

10 Q Please turn to tab 8, which is Joint Exhibit 8. And
11 it's a printout of four pages of checks. Do you see this?

12 A Yes.

13 Q Is this the printout that you obtained when you
14 logged onto the Wells Fargo bank account?

15 A Yes. I think I discovered at least one of these
16 checks after that date so the truth kind of slowly came out.
17 But yes, I discovered all four of them.

18 Q Okay. Let's take a first -- let's take a look at the
19 first page of Joint Exhibit 8. What's the date of the check on
20 the first page of exhibit 8?

21 A January 12, 2018.

22 Q Who was this check made out to?

23 A Tim Moses.

24 Q What is the amount of the check?

25 A \$25,628.75.

1 Q And if you take a look at the image of the reverse
2 side of the check, do you see that there is a signature there?

3 A Yes.

4 Q Are you familiar with that signature?

5 A Yes.

6 Q Whose signature is that?

7 A Tim Moses.

8 Q Was this check authorized by the board of Anabaptist
9 Healthshare?

10 A No, it was not.

11 Q Please turn to the next page. What is the date of
12 this check?

13 A February 13, 2018.

14 Q And who was this check made out to?

15 A Tim Moses.

16 Q What is the amount of this check?

17 Q \$32,521.25.

18 Q And do you recognize the signature on the reverse
19 side of the image of that check?

20 A Yes.

21 Q Whose signature is that?

22 A Tim Moses.

23 Q Was this check authorized by the board of Anabaptist
24 Healthshare?

25 A It was not.

1 Q Please turn to the next page.

2 THE COURT: These are exhibits that are admitted
3 and speak for themselves.

4 MR. REINKE: Okay, Your Honor. I'll move on.
5 Thank you.

6 BY MR. REINKE: (resuming)

7 Q Did there come a time when Anabaptist decided to
8 terminate the February 1, 2017 agreement with Alieria?

9 A Yes.

10 Q Why did Anabaptist decide to terminate the agreement?

11 A There's a long list of reasons. You know,
12 fraudulently -- fraudulently written checks, failure to follow
13 the agreement. There were many, many different reasons.
14 Failure to return member funds. We just -- we were concerned,
15 we didn't trust them anymore, we didn't feel like there is any
16 way we could, in good conscience, continue with them as a
17 third-party vendor.

18 Q When did Anabaptist terminate the agreement?

19 A August 10, 2018.

20 Q Mr. Hochstetler, I want to take you back to one
21 additional provision in the agreement. Let's go back to Tab 4
22 just for a quick second. And let's take a look at 7F of the
23 agreement, which appears on page 5.

24 A I see it.

25 Q Does Section 7F entitle you and your father to

1 receive \$2.50 per enrolled member in Unity Healthshare each
2 month?

3 A Yes, it does.

4 Q Did a similar provision also appear in the memorandum
5 of understanding?

6 A Yes, it did.

7 Q When you negotiated the amended memorandum of
8 understanding with Mr. Moses, were you given any assurances
9 about how much money you could expect to receive from this
10 \$2.50 per member per month arrangement?

11 A It was all speculative. There were zero members of
12 Unity at that time so this was just a speculative negotiation.

13 Q How much money did you in fact receive from this
14 arrangement?

15 A So in 2016, as were getting started, I received zero
16 dollars. In 2017, I received \$135,000. And in 2018, it really
17 took off and I received \$565,000.

18 Q And despite receiving \$565,000 in 2018, you decided
19 to terminate this agreement?

20 A Absolutely.

21 Q Why did you --

22 A Because --

23 Q -- do that?

24 A -- there is absolutely nothing more important to me
25 than my integrity and I literally walked away from millions of

1 dollars in order to do the right thing. That's the only reason
2 I'm here today. If I was concerned about my own personal gain,
3 I would not be here today. I would not have terminated the
4 agreement.

5 Q What was Mr. Moses' reaction when you told him that
6 Anabaptist was terminating the agreement?

7 A He was surprised because he acknowledged that open
8 enrollment was coming up and I stood to gain -- gain or lose a
9 lot of money depending on whether or not we terminated this
10 agreement.

11 Q What happened to the Unity HCSM plans after
12 Anabaptist terminated the agreement?

13 A Alera literally took all of the members, all of the
14 plans, all of the contracts, our website, our IP, our contacts,
15 our employees and left.

16 Q Did Unity have any way to reach out to those members
17 upon termination of the agreement?

18 A We did not because we repeatedly asked in writing,
19 through our law firm, to turn over the membership roster and
20 the information that was ours, that we had access to under the
21 agreement, and they refused to provide it. So we had no way of
22 contacting our own members.

23 Q To your knowledge, did Alera ever inform the members
24 that its relationship with Unity had terminated?

25 A Not in 2018.

1 Q Is Alieria a recognized healthcare sharing ministry?

2 A It is not. It is a for-profit company.

3 Q Did Anabaptist authorize Alieria to continue to
4 administer the Unity plans after the termination of the
5 agreement?

6 A No, we terminated their ability to be a third-party
7 vendor for our plans and our members.

8 Q To your knowledge, did Alieria ever inform the members
9 that a recognized healthcare sharing ministry was no longer
10 involved in any capacity with respect to the Unity plans?

11 A No.

12 Q Did Alieria have authorization from Anabaptist to
13 possess Unity funds after August 10, 2018?

14 A I'm sorry. Could you repeat that?

15 Q Sure. Did Alieria have authorization from Anabaptist
16 to possess Unity funds after August 10, 2018?

17 A Absolutely not. And we informed them of that in
18 writing from Gammon & Grange.

19 Q Has Alieria turned over any Unity funds to Unity since
20 the termination of the parties' agreement?

21 A Not a dollar.

22 Q Did you eventually learn what Alieria planned to do
23 with the Unity HCSM plans?

24 A Yes. We discovered written correspondence from them
25 to the members, that all members were being involuntarily

1 transferred to a non-ACA exempted organization called Trinity
2 HealthShare, an organization that started June 27, 2018.

3 Q Did Anabaptist ever authorize Alieria to transition
4 the healthcare sharing ministry plans to Trinity HealthShare?

5 A Absolutely not.

6 Q How has Alieria's decision to unilaterally move the
7 healthcare sharing ministry plans to Trinity impacted Unity's
8 business?

9 A Well, they took all of the members. Took all the
10 members, all the employees, all the contracts, all the brokers,
11 all the roster information, the IP, the website, shut down our
12 website.

13 And that was probably the most disappointing thing for me
14 is they didn't just walk away with everything, they tried to
15 destroy us in the process. They tried to block -- in fact,
16 they did block at least one very key vendor from doing business
17 with us. They said if you get involved with Unity, we're going
18 to drag you into this lawsuit. And so they refused to do
19 business with us. It's harmed our reputation. It has made it
20 very difficult to restart.

21 Q What is the impact of Alieria's decision to
22 unilaterally move the HCSM plans to Trinity been on Unity's
23 reputation?

24 A I can't even put a -- a price tag on how much harm
25 they've done to our reputation and the reputation of healthcare

1 sharing ministries if this continues.

2 Q Did Unity Healthshare have a website?

3 A Yes, we did.

4 Q What was the web address for that website?

5 A UnityHSM.org

6 Q And if someone visited that website after the
7 termination of the agreement, what would they see?

8 A It now automatically redirects the visitor to Trinity
9 HealthShare.

10 Q Is there any connection between Unity Healthshare and
11 Trinity HealthShare?

12 A No, there's not.

13 Q Has Alieria's refusal to provide financial information
14 to Unity impacted Unity's business?

15 A Yes. And this is one of the -- if nothing else comes
16 out of this testimony, this is real important. We have been
17 unable to do our 2017 audit. We've been unable to do our 2018
18 audit. And without an annual audit by an independent CPA firm,
19 we cannot maintain our status as a healthcare sharing ministry.

20 I would also mention that under Alieria's administration of
21 Unity, we got letters from the IRS that stated that our
22 501(c)(3) status was about to be terminated. And I actually
23 contacted the IRS, they informed me on the phone that our
24 status was subject to termination. So we narrowly avoided
25 losing our 501(c)(3).

1 And as it stands right now, we have been unable to fulfill
2 our obligations to maintain our status as a healthcare sharing
3 ministry due to the failure of getting even basic financial
4 information from Alieria regarding the Unity plans to complete
5 our audit.

6 Q And if you lose your status as a healthcare sharing
7 ministry, can you get that back ever?

8 A No. The only way you can be an ACA-exempted
9 healthcare sharing ministry is if you have ties back to 1999.
10 You must continuously and without interruption share expenses.
11 So if we lose our status, we're done.

12 Q Has Unity requested that Alieria provide it with the
13 financial information that it needs to complete an audit?

14 A Numerous times.

15 Q And what's the response to that then?

16 A We've got absolutely nothing.

17 Q Thank you, Mr. Hochstetler. A couple more questions,
18 Mr. Hochstetler. Did you hear Mr. Doherty's opening statement?

19 A I did.

20 Q Did you hear him refer to this as a business divorce?

21 A I did.

22 Q Did Unity ask Alieria to turn over the Unity members
23 before AHS and Unity terminated the agreement?

24 A Yes, we did. We tried very hard to work it out, we
25 even tried mediation. We sent them written correspondence and

1 they refused to give us anything.

2 Q Did that happen?

3 A Did they turn over anything?

4 Q Correct.

5 A They did not.

6 Q Did Alieria ever actually turn over any members?

7 A Not one member.

8 Q Did Alieria ever actually compete and solicit Alieria
9 members from Unity?

10 A I wouldn't call it solicitation. I would call it
11 forced conversion of members without proper information about
12 what was happening or where they were going.

13 Q Do the funds need to be segregated, the Unity HCSM
14 funds, in order to maintain Unity's compliance as a 501(c)(3)?

15 A Yes, they do.

16 Q Do the funds need to be segregated in order to
17 maintain Unity's compliance as a healthcare sharing ministry?

18 A Yes, they do.

19 THE COURT: I think this is asked and answered
20 several times.

21 MR. REINKE: Thank you, Your Honor. That's all I
22 have.

23 MR. DOHERTY: Your Honor?

24 THE COURT: You may cross-examine. I'm wondering
25 when we want to take a lunch break. How long do you think

1 this is going to take?

2 MR. DOHERTY: I think we'll be a little while, Your
3 Honor, but the way I think it works is we have lunch
4 whenever you decide we're having lunch. So you let me
5 know what you'd like.

6 THE COURT: Well, let's start.

7 MR. DOHERTY: Okay. And let me just apologize about
8 our exhibits. If we'd had a little more time, we'd have a
9 nice notebook for you as well. We're going to try and put
10 these up on the screen and we'll do our best to get
11 people --

12 THE COURT: I don't need to hear apologies.

13 MR. DOHERTY: All right. We'll fire away.

14 CROSS-EXAMINATION

15 BY MR. DOHERTY:

16 Q Mr. Hochstetler, good morning.

17 A Good morning.

18 Q I'm sorry. Good afternoon. When Alieria contacted
19 you in the fall of 2016, what was the scope of Anabaptist's
20 healthcare sharing ministry at that time?

21 A We were an Anabaptist-only organization. It was a
22 Mennonite-Amish organization.

23 Q And how many members did Anabaptist have at that
24 time?

25 A About 800.

1 Q And were those mostly people that you or your father
2 knew through the religious community?

3 A Some were.

4 Q Who were the others?

5 A Various people that worked for Anabaptist Ministries,
6 employees of Anabaptist Ministries, and various other people
7 that heard about our program and wanted to join.

8 Q And you didn't have a nationwide platform -- excuse
9 me, Unity. Let me try it again. Anabaptist, the only
10 entity -- was the only entity that was in existence at the
11 time; is that right?

12 A Yes, that's correct.

13 Q And Anabaptist didn't have a nationwide platform to
14 sell its health share ministry products to people, did it?

15 A We were in multiple states. There's an Anabaptist
16 organization in Arkansas, Virginia, Pennsylvania or Ohio.
17 I -- I can't recall the exact states. But we were in numerous
18 states. We didn't have a 50-state platform but we did have
19 numerous states we were in.

20 Q Is it correct that you were operating Anabaptist from
21 your basement at the time?

22 A Let's see. The first start of Anabaptist
23 Healthshare, I personally worked from home. I was a home-based
24 attorney. Dad worked out of his home. I worked out of mine.
25 We have since graduated into a commercial office space. But

1 yes, we did start in home-based business.

2 Q And am I right that at the end of 2015, Anabaptist
3 had unrestricted assets of less than \$50,000?

4 A 2015, that may be correct. I don't -- I'd have to
5 see the financials.

6 Q I --

7 A But we started -- we started as Anabaptist
8 Healthshare in 2015.

9 Q Well, let's take a look at our Exhibit 8. Can we put
10 that up? Can we get copies for counsel, and?

11 (A PowerPoint program is used.)

12 Q Can you see that?

13 A I can.

14 Q Is that easier?

15 A Either way.

16 MR. DOHERTY: And Your Honor, if we may we have our
17 paralegal approach and hand you the exhibits?

18 THE COURT: Yes.

19 THE WITNESS: If you have a copy, that would be
20 great, too, in case.

21 MR. DOHERTY: One for the witness, too.

22 THE WITNESS: Thank you.

23 BY MR. DOHERTY: (resuming)

24 Q Do you recognize this as the financial statement and
25 auditor report?

1 A Yes, I do.

2 Q Let me ask you skip. It's numbered page 2 but I
3 think --

4 A I see it.

5 Q After financial statements?

6 A Yes.

7 Q Keep going. One more. As we get there, do you see
8 the -- the line for unrestricted net assets?

9 A I do.

10 Q And how much is that, Mr. Hochstetler?

11 A Let's see. \$47,947.

12 Q Has Anabaptist's financial situation changed since
13 the end of 2015?

14 A Yes, it has.

15 Q Do you know what Anabaptist's assets were at the end
16 of 2018? Approximately?

17 A We've been unable to do an audit. But our bank
18 accounts, I believe, are about \$2 million at present. In
19 Anabaptist Healthshare. That doesn't include Unity.

20 Q What does Unity have?

21 A Unity Healthshare has approximately \$3.6 million
22 total.

23 Q You testified a little earlier about the background
24 or connection between health share ministries and the
25 Affordable Care Act.

1 A Yes.

2 Q Do you remember that testimony? The Affordable Care
3 Act can't -- sorry. Let me do it the other way. Healthcare
4 ministries, healthcare sharing ministries, predate the
5 Affordable Care Act, don't they?

6 A Yes, they do.

7 Q What is it about the Affordable Care Act that made
8 them attractive?

9 A The Affordable Care Act provides an exemption from
10 the individual mandate.

11 Q And so just to put this in perhaps the language you'd
12 hear on cable TV, the Affordable Care Act required individuals
13 to buy health insurance; didn't it? That's the --

14 A That's correct; yes.

15 Q And if individuals didn't buy health insurance, they
16 had a tax penalty; is that --

17 A Correct.

18 Q And having -- participating in a healthcare sharing
19 ministry allowed the individual to avoid that tax penalty?

20 A Correct.

21 Q Am I right? And Congress has since changed the law;
22 isn't that right?

23 A Congress hasn't changed the law at all. The only
24 thing that has changed is that they decided not to enforce the
25 individual tax penalty. So the individual mandate is still a

1 part of a law but they did stop enforcing the tax penalty in
2 2019.

3 Q So they're now -- it's still -- but that is the
4 result of a statute that Congress passed; am I right?

5 A Yes, that's correct.

6 Q All right. So as we stand today, there is a
7 requirement for individuals to buy health insurance but there
8 is zero tax penalty for not doing it.

9 A That's right.

10 Q Okay. And in order to change that, we'd need another
11 act of Congress, wouldn't we?

12 A Yeah, probably. Well, I'm saying that with some
13 levity.

14 Q Yeah.

15 A I mean, it wouldn't take a whole lot in my opinion.
16 You could change your president, you could change your
17 Congress, you could be right back.

18 Q It's unlikely to change in 2019, is it?

19 A I wouldn't want to speculate.

20 Q But we're not likely to have a new Congress or a new
21 president in 2019, are we?

22 A It's hard to say in this environment.

23 THE COURT: Let's move on, please.

24 BY MR. DOHERTY: (resuming)

25 Q Good point. All right. Let's talk about your

1 initial meeting with Tim Moses and Alex Cardona, the Alieria
2 representatives who came to meet with you in Virginia at the
3 end of 2016; is that right?

4 A Yes.

5 Q Did you do any research on them before the meeting?

6 A No, I did not.

7 Q You didn't Google Alieria before this meeting in 2016?

8 A Actually, just as some background. The initial
9 contact happened between Alex and my father, Eldon. That was
10 the initial call and then Eldon actually introduced Alex and
11 Alieria to me and said, let's go meet with them in Ruckersville.
12 So that was my initial review. I don't know what my father did
13 but I allowed the meeting to be our first introduction.

14 Q And my question to you was: did you Google Alieria
15 before that meeting?

16 A I did not personally; no.

17 Q Okay. Did you Google Tim Moses before that meeting?

18 A I did not. I wish I had.

19 Q Weren't you curious about these people coming from
20 Atlanta to come see you in Virginia?

21 A Yes, I was. That's why I met with them.

22 Q You didn't -- weren't curious enough to do any
23 research on them before you met them?

24 A Frankly, I thought they were probably trying to sell
25 us something and I didn't want to meet with them. Dad thought

1 it was a good idea. He thought they had something to offer and
2 I initially said no, I didn't want to meet with them. And then
3 I reconsidered and said fine, I'll go. But I was not very
4 interested in meeting with them.

5 Q But the answer to my question is you didn't do any
6 research on them?

7 A That's correct.

8 Q Okay.

9 A Correct.

10 Q Oh. And in order so we can get to lunch, maybe if
11 you can answer my question, I'd appreciate it. After the
12 meeting, did you conduct any research on Alera or Tim Moses
13 before you started signing agreements with them?

14 A Not that I recall.

15 Q Now, you -- and you went through the MoU and the
16 amended MoU and the eventual agreement. I'm not going to take
17 us all through that.

18 MR. DOHERTY: Okay, Your Honor?

19 THE COURT: I'm okay for a moment.

20 BY MR. DOHERTY: (resuming)

21 Q These writings in this business deal, they came
22 together very quickly, didn't they?

23 A Yeah. I mean, I would say they -- relatively
24 speaking, yes.

25 Q And why were the parties in such a hurry? Did it

1 have anything to do with open enrollment for healthcare in
2 2016?

3 A Yes. Tim Moses was excited to get started in open
4 enrollment. Open enrollment started very shortly thereafter
5 and so he was trying to get in -- on that before it ended.

6 Q It -- it started on November 1, 2016 --.

7 A Correct.

8 Q -- didn't it?

9 A Yes.

10 Q And open enrollment is an important time in the
11 healthcare coverage marketplace. Would you agree with that?

12 A Yes.

13 Q Isn't that when most individuals are making their
14 coverage decisions?

15 A Most traditional insurance purchasers purchase
16 them -- their plan -- within that window. A healthcare sharing
17 ministry is different because you can enroll at any point
18 during the year.

19 Q Well, but the -- the healthcare insurance customer is
20 one you're looking to sign up for a healthcare sharing ministry
21 as an alternative; right?

22 A That is one field; yes.

23 Q Right. So most of the customers are up for grabs in
24 open enrollment.

25 A That's the best time of the year to enroll them; yes.

1 Q And that's what created the -- the need for so much
2 haste; right?

3 A Perhaps.

4 Q Now, your testimony was that Tim Moses came from
5 Atlanta to come visit you in Virginia and that he repeatedly
6 told you that he wanted to be your third-party vendor.

7 A That's right.

8 Q Have you had lots of people come all the way to visit
9 you in Virginia and ask to be a vendor?

10 A We've had numerous phone calls. I can't even count
11 how many phone calls we've had of people that have wanted to
12 partner with our healthcare sharing ministry in some way or
13 another.

14 Q Didn't you, at one point, understand this arrangement
15 to be a merger?

16 A No.

17 Q Why don't we take a look at our Exhibit 13? Does
18 everybody have 13? Do you have a chance to see that, Mr.
19 Hochstetler?

20 A Yes.

21 Q I'm going to direct your attention to the email at
22 the bottom of the page. Is that one from you to Tim Moses on
23 Monday, October 13th at 9:38 a.m.?

24 A Yes.

25 Q And these are emails back and forth discussing the

1 memorandum of understanding that you testified about earlier;
2 right?

3 A I believe so; yes.

4 Q Do you see that in the -- this is the last sentence
5 of the first paragraph of your email?

6 A Yes.

7 Q That you refer to this process as a merger.

8 A Correct.

9 Q Does that sound like the kind of thing that you would
10 be talking about with a third-party vendor?

11 A Yes, it does. I didn't mean a physical merging. I
12 simply meant our joint cooperation together. I mean, these are
13 emails I never expected to be testifying to in court. If I
14 knew I was going to be in court, I would have written them
15 differently and more clearly. I've never been a witness in a
16 trial before and frankly, hindsight is 20/20.

17 Q You were a lawyer, though, at the time you wrote this
18 letter; right?

19 A That is correct.

20 Q You know what a merger is; right?

21 A I know what the traditional legal definition of
22 merger means but that's not what I meant here.

23 Q Okay.

24 THE COURT: I think we should take a lunch break
25 if you don't mind --

1 MR. DOHERTY: Absolutely, Your Honor.

2 THE COURT: -- because I can't stop coughing.

3 MR. DOHERTY: We'll be glad to do it. Thank you.

4 THE COURT: We'll take a 45-minute break.

5 (In recess.)

6 (Back on the record.)

7 THE COURT: You may be seated. I've got water and
8 my cough drops. So I think we're going to be okay. And
9 the witness?

10 THE WITNESS: Right here.

11 THE COURT: You may continue.

12 MR. DOHERTY: Thank you, Your Honor.

13 BY MR. DOHERTY: (resuming)

14 Q Mr. Hochstetler, you're aware you're still under
15 oath?

16 A I am.

17 Q Okay. Great. Let's talk about how this combination
18 worked in practice once Alieria started -- once the agreement is
19 in place, the -- let me strike that. Once the MoU is in place
20 and the marketing effort to the members begins. At
21 the -- I think you told us the end of 2016 there were no Unity
22 members yet; is that right?

23 A That's correct.

24 Q All right. So all of the members that came in, they
25 came in through Alieria's sales efforts, didn't they?

1 A The Unity members primarily came in through their
2 efforts; yes. I wouldn't -- I don't know if I would say all
3 members but I would say at least most of them.

4 Q Okay. And they came in through Alier's call
5 centers, brokers that sold Alier's products, the distribution
6 chains -- chain and system that Alier told you about when
7 you -- when you first met; right?

8 A That is correct.

9 Q All of the names and addresses of those members, they
10 came first to Alier; right?

11 A They came first to Unity because Unity was the owner
12 of those members.

13 Q But Unity wasn't speaking to those members at the
14 beginning, though, when they were signing up, were they?

15 A Unity was a distinct legal entity that was supposed
16 to have its own organization and was supposed to be the owner
17 of those members.

18 Q And I'm asking you what happened. Did Alier have
19 contact with the customers or did Unity?

20 A That's a really blurry line. And that's part of what
21 I was trying to say in my email to Tim. Is the line is blurry.
22 Unity did have employees. Tim Moses showed me those employees.
23 So who was saying what to who was rather unclear.

24 Q In 2016, Unity didn't have employees, did it? It
25 hadn't even been formed.

1 A Unity was formed in 2016; yes.

2 Q November 2016; right?

3 A Yes, November of 2016 is when I personally formed
4 Unity Healthshare, LLC.

5 Q And did you personally sign up any members in the
6 fall of 2016?

7 A No.

8 Q And so the products that -- that these numbers
9 purchased, they -- they were -- they had an Alieria component
10 and a Unity component; isn't that right?

11 A Some --

12 Q By March?

13 A -- some -- I don't want to overgeneralize. Some
14 products were Alieria products. Direct primary care products to
15 be precise. Some products were Unity products, Unity
16 healthcare sharing ministry products, which had no Alieria
17 component. And then some products were sold side-by-side. But
18 it either is a Unity product or it's an Alieria product. It's
19 not both. It's either a for-profit product, it's a nonprofit
20 product. It's not both.

21 Q But they were sold side-by-side for the most part; is
22 that right?

23 A Some products were sold side-by-side.

24 Q Are you under the impression that there are a lot of
25 just Unity members that aren't also Alieria members?

1 A I don't know. Because frankly, they haven't given us
2 any of that information which we have requested.

3 Q But wasn't the point of this -- this whole
4 arrangement to combine the offerings and sell them side-by-
5 side?

6 A The point -- the main point of our interest in this
7 arrangement was to have Alieria market Unity as a third-party
8 vendor. The direct primary care was just an ancillary thing
9 that they could sell side-by-side. We didn't sign up with them
10 for the direct primary care component. We signed up them as a
11 third-party contractor so they could market the healthcare
12 sharing -- sharing ministry plans.

13 Q I understand that's your testimony now but can we
14 look at the agreement? I think it's Joint Exhibit 4.

15 A Yes.

16 Q Do you have that? If we can put it up.

17 A Is that our exhibit -- our Exhibit 4?

18 Q It's Joint Exhibit 4

19 A Okay. Okay. I've got it.

20 Q I'm going to direct your attention to the whereas
21 clause -- the second from the -- we're looking at the wrong
22 exhibit. On your exhibit, it's the second from the bottom in
23 the agreement.

24 "Whereas AHS and UHS wish to make available."

25 A Yes. Got it.

1 Q Do you see that? The two --

2 A Yes.

3 Q -- the two-part offering healthcare products to
4 Alieria members.

5 A Yes.

6 Q And that's the agreement you signed; right?

7 A This is the agreement we signed. Yes.

8 Q Again, now, let's talk again about how it worked.
9 The claims -- the -- I'm sorry. We can take that back. The
10 members pay their contributions through Alieria, didn't they?

11 A No, they were not supposed to.

12 Q Again, I'm asking you how it actually worked.

13 A Well, we know now that Alieria was simply taking all
14 the funds and giving whatever it felt like to Unity. That's
15 how it actually worked and that's why we're here today.
16 Because that's why we terminated.

17 Q My question to you is: as a practical matter, when
18 customers paid for their combined side-by-side product, did
19 they pay Unity or did Alieria collect that money?

20 A According to this agreement --

21 Q I'm asking you what happened.

22 A What happened was we got defrauded when Tim Moses and
23 Alieria collected the funds in Alieria that belonged to Unity.
24 That's why we are here today.

25 Q But these members paid a contribution for their care

1 that included paying for the Alieria component and the Unity
2 component; right? They didn't write two checks.

3 A They should have very clearly segregated the monies
4 between Alieria and Unity. Unity funds, as I said in my email,
5 should have directly gone to Unity. That's what they told
6 regulators, that's what the agreement said, that's what the law
7 says. That's not what they did.

8 Q Are you telling me you think that -- that the
9 customers were paying two checks? One to Unity and one to
10 Alieria?

11 A They should have.

12 Q They should have? But did -- were you ever told that
13 would happen?

14 A We were told that there would be a Unity plan and
15 there would be an Alieria plan. The for-profit Alieria plan and
16 a nonprofit Unity plan. There was supposed to be segregation,
17 separate bank accounts, separate structures entirely. And that
18 was the problem. They didn't maintain those two separate
19 segregated accounts.

20 Q I understand that's your position now but when this
21 started, and all the way through the agreement, the
22 customers -- the -- the party here that faced the customers and
23 interacted with the customers, that was Alieria; right? And
24 that's what Alieria was good at.

25 A No. Alieria was hired as a third-party contractor.

1 I've said this a dozen times. A third-party vendor to sell
2 Unity products, not to take --

3 THE COURT: I think you've made your point.

4 MR. DOHERTY: Okay. I'll move on, Your Honor.
5 Thank you.

6 THE COURT: I'll ask you to listen to the question
7 and answer the question.

8 THE WITNESS: Yes, Your Honor.

9 THE COURT: Not what you hope it is, or wish it
10 were, but what the question is.

11 THE WITNESS: Yes, Your Honor.

12 THE COURT: Thank you.

13 BY MR. DOHERTY: (resuming)

14 Q All right. Let's put the contract back up, please.
15 Now, you testified -- you took us through the MoU, the amended
16 MoU, and all the rest. The fit of the exhibit -- Joint Exhibit
17 4 is the final February 1, 2017 agreement; right?

18 A Yes.

19 Q Okay. And that -- the point of that was to
20 memorialize the agreements that had been reached in -- at the
21 end of October, 2016. Memorializing that in the final
22 agreement; right?

23 A It also amended it because it has additional funds
24 for Tim Moses.

25 Q Okay. And you told us that at the -- on October 31,

1 2016, Unity had zero members; right?

2 A That is correct.

3 Q At the end of 2016, Unity had zero members as well;
4 right?

5 A Of which date in 2016?

6 Q December 31.

7 A No, no, no. Unity began its sales in the open
8 enrollment period of 2016. So we did have members by the end
9 of December 2016.

10 Q Didn't you tell us that you received zero funds for
11 Unity members in 2016?

12 A That's correct. We received zero funds but there
13 were not zero members.

14 Q At that time, how many -- you told us, I think, this
15 morning that you had about 800 members of Anabaptist; right?

16 A At which point?

17 Q At the end of 2016.

18 A When we started, we had about 800 members. I don't
19 know what the count was in December.

20 Q Do you think it's more or less?

21 A It would have been more.

22 Q And those are members that Anabaptist had had back
23 before the agreement, back before Alieria ever showed up; right?

24 A Correct.

25 Q Now, you testified that there is some legal

1 requirement that Unity has to own the members. Did I hear that
2 correctly?

3 A A nonprofit organization that's a healthcare sharing
4 ministry is the only way you can be a healthcare sharing
5 ministry member. So there had to be a healthcare sharing
6 ministry that was nonprofit in order for a member to be
7 exempted from the ACA. Membership in a for-profit didn't
8 exempt from the ACA. Does that answer your question or what --

9 Q I thought I heard you say that -- that the -- that
10 the 501(c)(3) nonprofit had to own the memberships as
11 some -- as some matter of law.

12 A In order to be a healthcare sharing ministry member,
13 you have to be a part of the nonprofit; yes.

14 Q Okay. And so all of that affects whether the member
15 can claim the exemption from the individual mandate --

16 A Uh-huh (affirmative).

17 Q --when that's being enforced; right?

18 A Yes.

19 Q And it affects whether or not -- and your 501(c)(3)
20 status; right?

21 A What -- what affects the status? I'm sorry.

22 Q If -- I thought there was something about your
23 nonprofit status that -- that meant that the members had to
24 stay with you. Is that -- am I -- am I wrong?

25 A The focus is on the member. The member had -- in

1 order for the member to be exempt, they have to be part of a
2 nonprofit 501(c)(3) HCSM.

3 Q All right. So but that's up to the member; right?

4 A Yes.

5 Q Okay. So this isn't slavery?

6 A No.

7 Q The members can quit?

8 A Yes.

9 Q The members can choose to buy their healthcare
10 another way; right?

11 A Yes, they can.

12 Q Okay. All right. At the end of October 2016, do you
13 know how many Alieria members there were?

14 A October of 2016, I don't know.

15 Q So at the time that you were entering into these
16 agreements with Alieria?

17 A I don't know what their member count was.

18 Q Did you know that Alieria was already a nationwide
19 provider for healthcare solutions?

20 A I knew they were a direct primary medical home --

21 Q And they --

22 A -- but beyond that I don't know.

23 Q They didn't tell you they were selling nationwide?

24 A Yeah, they were nationwide. That was what they said.

25 Q And they were already offering a collection of

1 healthcare products that they were bundling together and
2 selling to their members; right?

3 A My understanding in layman's terms was that they were
4 a network that basically sold access to providers. That was my
5 understanding. What they actually were, I'm not sure. That
6 was my understanding.

7 Q But, I mean, they sold what they call a suite of
8 services; right? Telemedicine; right?

9 A Yes.

10 Q So telemedicine is where, instead of going to the ER,
11 you call a doctor --

12 A Yes.

13 Q -- right?

14 A Uh-huh (affirmative).

15 Q And they had a vendor to do that; right?

16 A They had a vendor, a third-party vendor?

17 Q Yeah.

18 A I can't say I fully understood.

19 Q And they did -- they got a contract to be done for
20 lab tests; right?

21 A I --

22 Q It was part of the --

23 A -- I don't know. I don't -- I don't understand. I
24 mean, I don't know.

25 Q You don't know that that was part of the plans

1 offered to both the Alieria and Unity members?

2 A When they came to us, I didn't even know what a
3 direct primary care medical home was. So in layman's terms, I
4 considered them to basically be a network that sold yes,
5 telemedicine, access to doctors but that they were missing the
6 hospitalization plan.

7 Q Okay. But -- and but you knew they already had their
8 own membership base when they arrived --

9 A Yes.

10 Q -- in Virginia; right?

11 A Yes.

12 Q Now, you've testified -- let's move to Section 1.3 of
13 the agreement, if we can flip to that.

14 And if you pull up the -- the last sentence. The last
15 clause of the last sentence. If I understand your testimony
16 and the argument of this case, it's that the retention of
17 rights in the membership roster are what give you ownership of
18 all members.

19 A No, that was just one component of the agreement.

20 Q So you don't rely on 1.3?

21 A Is just part of the agreement.

22 Q Not important to your case?

23 A Sure.

24 MR. REINKE: Objection, Your Honor. The witness
25 isn't here to testify about what's important to this case

1 as a legal matter.

2 MR. DOHERTY: I'll move on --

3 THE COURT: I'm sorry.

4 MR. DOHERTY: -- Your Honor.

5 THE COURT: All right. Thank you. A lot of this
6 is repetitive and I am worried about time. We have no
7 time next week. None.

8 MR. DOHERTY: Okay.

9 THE COURT: And I was told there were, I think,
10 seven or eight witnesses today and we have barely finished
11 one. And we haven't even finished one, so. I understand
12 this is probably a long witness but I am tired of
13 repetition. I get it the first time.

14 MR. DOHERTY: Yes -- yes, Your Honor.

15 BY MR. DOHERTY: (resuming)

16 Q Okay. Well, let me cut to the chase. If I heard you
17 correctly, you told -- you told the Court this morning that
18 membership roster in 1.3 --

19 A Uh-huh (affirmative).

20 Q -- means the same thing as Unity Healthshare member
21 database in 7F?

22 A It's within the same -- yes.

23 Q Those are different phrases aren't they, Mr.
24 Hochstetler?

25 A It all refers to the membership database, membership

1 names, membership information.

2 Q So your testimony is that these two different phrases
3 mean the same thing in this agreement?

4 A Yes.

5 Q And without that -- well, let's just -- let me take
6 one step back. 7F. Unity Healthshare member database. This
7 appears in the context of a provision that pays you and your
8 father \$2.50 per enrolled member per month; right?

9 A Correct.

10 Q And this provision says that you and your father,
11 Eldon and Tyler Hochstetler, shall have access to the Unity
12 Healthshare member database; right?

13 A Yes.

14 Q And that's for the purpose of verifying that you're
15 getting your \$2.50 per member; correct?

16 A No. I specifically negotiated this line in this
17 agreement to ensure that at all times, we could know who was a
18 Unity member and what was going on.

19 Q But you apparently negotiated that not for Unity or
20 Anabaptist but for Eldon and Tyler Hochstetler.

21 A That's incorrect. I couldn't disagree more.

22 Q Which names are in the highlighted sentence?

23 A Eldon and Tyler Hochstetler.

24 Q Right. They shall have access to the Unity database.
25 That's not Unity.

1 A We were the founding board members of Anabaptist
2 Healthshare. It was very important to me that we had access to
3 the Unity member database. Not just for our own personal
4 reasons.

5 Q All right. And I can move on but those are -- Eldon
6 and Tyler Hochstetler are different than Unity; correct?
7 They're -- those --

8 A My father and I were the two founding board members
9 of Unity and Anabaptist Healthshare. We were the initial
10 members. Alex and Tim then became members as well. But we
11 were the only people from Virginia in the restructured board
12 that were maintained on board.

13 Q Okay. And but -- but you didn't if your argument --
14 never mind. Let me strike that. This sentence also doesn't
15 give ownership of the Unity Healthshare member database, does
16 it? It gives access.

17 A Of course not. I would never personally claim to own
18 nonprofit members or anyone else.

19 Q Let's move on. Now, during the term of the
20 agreement, if we can go back to 1.3, Alieria had the exclusive
21 right to software products to quote Alieria and Unity
22 Healthshare members; isn't that right?

23 A Can you repeat the question? I'm sorry, I was --

24 THE COURT: It' just -- this is -- this is so
25 repetitive of --

1 MR. DOHERTY: Well, Your Honor, I'll do it quickly
2 but this is a different --

3 THE COURT: -- of the direct and I -- I mean, I
4 understand.

5 MR. DOHERTY: Okay. This is a different point.

6 THE COURT: Okay.

7 BY MR. DOHERTY: (resuming)

8 Q I'm now at the first sentence of 1.3, which I don't
9 think we've discussed before.

10 A I see it.

11 Q And this grants Alieria the exclusive right to sell
12 healthcare products to both Alieria and Unity Healthshare
13 members; right?

14 A Yes.

15 Q And does this restrict what type of healthcare
16 products Alieria can sell?

17 A The agreement restricted their sale of Unity
18 Healthshare products for healthcare sharing ministry purposes.
19 If they bundled an Alieria product with it, that was their
20 choice.

21 Q Right. But if they wanted -- if they want to sell a
22 different healthcare product to those members, they could have
23 done that too; right? Any healthshare product?

24 A I'd have to review the agreement. I'm not sure.

25 Q Okay. So this agreement grants Alieria rights to sell

1 to the customers. Is there anything else besides what we've
2 talked about already that restricts Alier's right to sell to
3 those customers that it has as well?

4 A Restricts to sell to Unity customers, or?

5 Q To -- to the -- to the member -- to the customers who
6 have side-by-side products.

7 A Did they have the ability to select what to them?
8 What's your question?

9 Q Anything. There's nothing else in this agreement
10 that restricts their rights to sell, is there?

11 A I wouldn't agree with that. This agreement has
12 multiple provisions which limit what they can do. Is it
13 possible for them to sell some other product to them?
14 Possibly.

15 Q All right. Mr. Hochstetler, you told us you're a
16 lawyer. You know what a noncompete provision is, don't you?

17 A Yes.

18 Q Is there one of those in this agreement?

19 A This entire agreement is noncompete. This entire
20 agreement is a fiduciary relationship between two parties to
21 sell a nonprofit product to individual members.

22 Q Do you know what a non-solicitation provision is?

23 A Yes.

24 Q Other than the fact that Alier can't sell to the
25 original 800 Anabaptists, is there any other non-solicitation

1 provision in this?

2 A Again, this is not about -- let me answer question.
3 This entire agreement is -- is a third-party vendor. We had no
4 need to put a noncompete in there or non-solicitation. And if
5 we had any inkling that that's what they were going to attempt
6 to do, take these members, we never would have entered the
7 agreement. The agreement was predicated on a third-party
8 vendor selling our products for us.

9 Q So if I'm following you, the answer to my question is
10 no, there's no noncompete and no non-solicitation.

11 A There's no specific clause; no. There was no need
12 for it in our opinion.

13 Q Thank you. That was my question. Okay. Let's go
14 back to 7F. Under this arrangement, you weren't paid as a
15 Unity employee, were you?

16 A I worked on behalf of Unity.

17 Q Were you paid by Unity -- were you paid a salary?

18 A I was not.

19 Q Instead, you insisted that Alieria pay you and your
20 father this \$2.50 per member; correct? Per month.

21 A That is correct.

22 Q At some point there were discussions about having you
23 and your father earn a salary instead of that arrangement;
24 right?

25 A From who?

1 Q At the beginning. Wasn't there some discussion of --

2 A We initially talked that there could be a salary;
3 yes.

4 Q Do you recall in what order of magnitude of salary
5 we're talking about?

6 A We never agreed on anything.

7 Q And on October 31, 2016, the day before open
8 enrollment, that's when you sprung the \$2.50 arrangement on
9 Alieria; right?

10 A If I recall the days, we met on October 27, 2016, and
11 either the 28th or the 29th -- it was within several days
12 afterwards -- we negotiated this. Alieria actually asked us
13 what we wanted to have. They gave us an opportunity to
14 negotiate so we did.

15 Q Let me direct you -- I think you have Plaintiff's
16 Exhibit 13. If we can go back to that? This is the October 31
17 email exchange.

18 A I'm not sure I have that.

19 THE COURT: It has a yellow sticker.

20 A I have Exhibit 8 and I have the binder.

21 BY MR. DOHERTY: (resuming)

22 Q Not 13?

23 A Okay. I have it.

24 Q You have it? So let me direct your attention to the
25 October 31 email from you, towards the bottom of the page.

1 A On page 1?

2 Q Yes, on page 1.

3 A Uh-huh (affirmative).

4 Q Second sentence. The key change is that Dad and I
5 will be paid on membership enrollment rather than on salary;
6 right?

7 A Correct.

8 Q So this is a concept that you demanded on the morning
9 before open enrollment of 2016; right?

10 A It was four days after our initial meeting; yes.

11 Q But it was on October --

12 A Correct; yes.

13 Q We can agree about that?

14 A Yes.

15 Q Let me direct your attention on up to the -- the top
16 email. The second paragraph,

17 A Page 1?

18 Q Yes, still page 1. Regarding the profit sharing, the
19 number needs to remain at \$5 without any cap or tier in order
20 to make this deal happen today.

21 A Correct.

22 Q Was there some discussion on October 31 about the
23 propriety of that payment? Is there --

24 A Not that I recall; no.

25 Q Okay. You've told us that you earned, I think, over

1 the course of the year and a half more than \$700,000?

2 A It was approximately 700,000.

3 Q And you've told us you're a lawyer. Did you bill
4 hours in 2017?

5 A To who?

6 Q To clients.

7 A Absolutely.

8 Q So do you have another job while all this was going
9 on?

10 A I have my own private practice and I work various
11 enterprises.

12 Q And do you recall any sense of how many hours you
13 billed in 2017?

14 A I don't know.

15 Q Do you have any sense of how much time you had left
16 over for Unity and earning \$700,000?

17 A I didn't keep a direct log.

18 Q We -- we've heard about doing everything right, being
19 in compliance but I wonder whether this is a self-dealing
20 transaction? I mean, we've got a corporate asset, a company
21 entering into the agreement and you're getting paid as a board
22 member yourself. Did you have any concerns about that?

23 A I did not. And I would just -- never mind. I'm not
24 going to testify.

25 Q You told us also that for nonprofits, there are

1 strict rules about how the money is handled and otherwise the
2 nonprofit status is jeopardized. Do you to recall that
3 the -- the articles of organization for Anabaptist say that
4 officers and directors should not receive outside compensation?

5 A I'd have to look at the articles again but I'm
6 well -- very familiar with that phrase.

7 Q So you agree with that in concept; right?

8 A What do you mean by outside compensation? That's --

9 Q Well, let's pull up Plaintiff's Exhibit 7.

10 THE COURT: Could we pass out all the exhibits at
11 once so we don't have to take the time every time?

12 MR. DOHERTY: That was my apology at the beginning,
13 Your Honor. If we'd had a little more time, we would
14 absolutely be doing that but we are not prepared.

15 THE COURT: We are not -- well, are they being
16 prepared as we speak?

17 MR. DOHERTY: Yeah. I mean, we have all of the
18 exhibits and we have a list but that's all we've got. To
19 get them in notebooks and arrange it, would require a
20 little more time.

21 MR. REINKE: And Your Honor, just for the record,
22 we're not objecting to the use of this document but just
23 wanted to put for the record that we've never seen this
24 before. It wasn't pre-disclosed to us. There's been
25 no --

1 THE COURT: But you don't object?

2 MR. REINKE: Not at this time for this document.

3 THE COURT: Okay.

4 BY MR. DOHERTY: (resuming)

5 Q All right. Do you see clause 2A? The purpose
6 clause?

7 A Yes.

8 Q Do you see the limitations here on the compensation
9 that the -- that the company can pay?

10 A That's correct. And Unity and Anabaptist Healthshare
11 never paid me one dollar during this agreement.

12 Q That's right. Because you got your compensation from
13 Alieria instead; right?

14 A That is correct.

15 Q And yet you think that's complying with the -- with
16 the letter and spirit of this?

17 A If we could do things differently, we obviously
18 would.

19 Q Okay. What expenses did you have in connection with
20 the -- the revenues that you earned under this agreement?

21 A Who do you mean by you? You mean me personally, you
22 mean the organization?

23 Q I mean you personally.

24 A What expenses did I have in doing what?

25 Q Did you incur any expenses in whatever you did to

1 earn the \$2.50 per member?

2 A Yeah. I mean, incidental costs but primarily was
3 service based.

4 Q Okay. So that's mostly profit; right?

5 A Correct.

6 Q Did you report the income to the IRS on your own tax
7 return?

8 A Of course.

9 Q Are you concerned that reporting these payments to
10 the IRS will jeopardize the -- the nonprofit status for
11 Anabaptist or Unity?

12 A No, I'm not.

13 Q All right. At some point you recognized these
14 payments were improper or presented a conflict, didn't you?

15 MR. REINKE: Your Honor, I'll object to the use of
16 the phrase improper. I think that mischaracterizes what
17 the witness has testified to with respect to these
18 payments.

19 MR. DOHERTY: I don't think he's testified as to
20 what he's going to realize at some point.

21 THE COURT: I -- I need you to rephrase the
22 question.

23 BY MR. DOHERTY: (resuming)

24 Q At some point did you have concerns about the
25 propriety of -- of these payments?

1 A Yes.

2 Q In February 2018, didn't Alieria's lawyer warn you
3 that these payments could cause problems?

4 A We had discussions about them.

5 Q Okay.

6 A But it's -- it's also important to understand that
7 she drafted a new agreement which would have paid us the exact
8 same amount from Alieria. She was just suggesting, and Tim as
9 well, moving them into what's called an MGA, which is a service
10 based agreement for Alieria. So she wasn't suggesting at that
11 time that Alieria couldn't pay me. They were just saying take
12 it out of this agreement, put it into a separate agreement.
13 And Tim also stated that he thought this compensation was fair.

14 Q Well, I mean, there's no way you have continued
15 without with the payments, would you? You would have objected
16 to that.

17 A I terminated the agreement and walked away from all
18 payment whatsoever. So if this were about the money, I
19 wouldn't be here.

20 Q Okay. Wasn't it your concern about auditing these
21 payments that delayed the hiring of the CPA firm to do the 990?

22 A It was Tim's concern that delayed the auditing and
23 the 990.

24 Q Well, didn't --

25 A And in fact -- do you want me to answer the question?

1 Q No, you've answered my question.

2 A Well, there's more to it than that.

3 Q Didn't you refuse to engage Carr Riggs, the CPA firm,
4 back in 2018?

5 A So in May of 2018 --

6 Q Can you answer the engagement question?

7 A At what point?

8 Q In -- in --

9 A What point of 2018 because that's important?

10 Q Let me ask you a question. Did Unity ever sign the
11 engagement letter and engage Carr Riggs to do the 990?

12 A Yes.

13 Q When did that happen?

14 A I don't recall the exact date.

15 Q Was it after termination?

16 A No. Not -- Carr Riggs did our first 990, in May of
17 2018. After the IRS informed us we were slated to be
18 terminated as a 501(c)(3). So yes, we had concerns with Carr
19 Riggs. Yes, we used them. But yes, we also replaced them.

20 Q All right. Did you ever discuss having Alera buy
21 you out of your agreement and your compensation?

22 A We discussed the concept; yes.

23 Q Tell -- what was that discussion? What -- what did
24 you have in mind?

25 A Basically allowing us to walk away from the

1 agreements. And instead of Alieria continuing to pay us, to
2 simply pay us a lump-sum and for me personally to walk out of
3 that relationship.

4 Q Did that ever come to pass?

5 A It did not.

6 Q Didn't you also have Unity pay you rent to use space
7 in an office building that you owned?

8 A Absolutely not. I've never received one dollar in
9 rent from Anabaptist Healthshare or Unity Healthshare, despite
10 the fact that I purchased a commercial building with my own
11 money and renovated it as well. They have never paid one
12 dollar in rent. They still use that commercial building to
13 this day.

14 Q Right. Because Alieria pays the rent to you instead.

15 A Absolutely not.

16 Q Who pays the rent?

17 A I have not -- no one has paid me rent. I've given it
18 to them for free this entire time.

19 Q Okay. Before they moved into the office building, I
20 think you told us the offices were in your basement; right?

21 A I had a home-based practice and Dad eventually put an
22 office in there and then another additional person put an
23 office in there, and then a paralegal. Eventually, we were
24 bursting at the seams. Now, we're in a commercial office
25 building that I own.

1 Q So at the time of the exchange -- when did Unity move
2 to the -- the office building?

3 A 2018.

4 Q Before that move, well -- in -- in 2000 -- at the
5 end of 2016, Unity has just been formed; right?

6 A November of 2016; yes.

7 Q Right. So how many Unity employees were there in
8 Virginia in 2017?

9 A Unity employees? None.

10 Q So the -- the bursting at the seams and the moving
11 didn't have to do with Unity's employees apparently.

12 A It had to do the entire nonprofit; yes.

13 Q So it was Anabaptist that --

14 A Yes; correct. Yes.

15 Q And how many employees did Anabaptist have that
16 required this move?

17 A At which point? At the time we moved?

18 Q Yeah.

19 A I think there were two full-time -- let's see. Two
20 full-time employees, one part-time contractor, in addition to
21 my services. And I also had an attorney that worked with me.

22 Q So --

23 A So five or less.

24 Q Five people? Okay.

25 A Yes.

1 Q And the reason that Unity had no Virginia employees
2 and Anabaptist only had five was because Unity delegated all
3 the work to Alieria; right?

4 A Yes. Alieria was contracted as a third-party. But
5 Unity also had about 14 employees, which Tim Moses personally
6 introduced me to in Atlanta.

7 Q Okay. But didn't the parties settle so Alieria would
8 have full authority to run Unity?

9 A Well, I said Unity had its own employees. So they
10 had authority to be a third-party vendor but not full authority
11 to do whatever they wanted.

12 Q But they worked at Alieria's offices in Atlanta?

13 A There were multiple locations. Which were Unity and
14 which were Alieria, I think Alieria owned all the leases but they
15 were -- there were multiple locations.

16 Q Okay. I went to get through this next point quickly.
17 Ca we pull back up Joint Exhibit 7? It's our 28.

18 I think there were two emails here, 7 and 8, that
19 are -- are the exchange -- are two parts of the same exchange.
20 And I just -- rather than take you through it. In the -- in
21 the end, am I right that this exchange is about the potential
22 sale of Alieria?

23 A No. Because we didn't have the rights to the sale of
24 Alieria. We didn't -- we weren't part owners in Alieria so what
25 he was talking about was the sale of Unity.

1 Q As part because he was -- he was thinking about what
2 might happen if we sell Alieria? Isn't that the --

3 A I'm not sure what he was thinking. I mean, he was --
4 he was talking about selling both. We didn't have any rights
5 to Alieria.

6 Q All right. And there was no sale; right?

7 A No.

8 Q And so I just want to make -- clear up, there's a
9 reference to an MoU in this correspondence. As I see it, it
10 refers to the MoU for a value asset agreement. Do you see
11 that? I think it's --

12 A Where?

13 Q -- at the beginning of the chain.

14 A Which paragraph?

15 Q You're going to have to go to --

16 THE COURT: What -- what exhibit are you talking
17 about?

18 MR. DOHERTY: This is Joint Exhibit 7 in your -- in
19 your notebook. I'm sorry, Your Honor.

20 THE COURT: And are you on -- what page of the
21 exhibit? The end? The last page with all the?

22 MR. DOHERTY: I think that's right, Your Honor. I'm
23 on page 4 of 7. Let me say that again. I'm on Exhibit 7,
24 page 4.

25 A The second set of emails or the first?

1 BY MR. DOHERTY: (resuming)

2 Q The one dated -- from Tim Moses dated May 8, 2017 at
3 8:32.

4 A Yes, I see it.

5 Q And do you see under bullet point 2, it refers to MoU
6 for the value asset agreement?

7 A Yes.

8 Q So that's different than the MoU that we've been
9 discussing that led to the final agreement; right?

10 A So what this was, Tim --

11 Q Can you just -- is it different than the --

12 A Well, it wasn't an agreement; it was a draft, is what
13 I'm trying to say. Tim brought a value asset draft to us,
14 which we refused to sign because it was not a fair market value
15 analysis. That's what that refers to.

16 Q Okay. And I'll -- and the only point I want to make
17 is that the MoU reference here is not to the MoUs that are
18 before the Court that led to the February 1, 2017 agreement.

19 A This was just an attachment to the February 1
20 agreement that he was -- that he was proposing, which we did
21 not agree to. We just meant them to do it.

22 Q Okay.

23 A And if I -- well.

24 Q All right. Let's -- let's jump ahead. On March 22,
25 2018, you proposed that Alex Cardona join the Unity board,

1 didn't you?

2 A Which -- what was the date?

3 Q March 2018. I can get more specific, but.

4 A Alex was actually an original board member so I think
5 he joined at the same time Tim did in November of 2016.

6 Q Okay. Let me -- let me rephrase the question. In
7 March 2018, didn't you propose that Alex Cardona become Unity's
8 CEO?

9 A It was in 2018. Yes.

10 Q And at the time, Mr. Cardona was an Alieria employee?

11 A That is correct; yes.

12 Q And now, had you discussed the idea of Mr. Cardona
13 working for Unity with Tim Moses or Chase Moses? Anybody else
14 at Alieria?

15 A Yes.

16 Q Before you brought it up in March?

17 A The -- March was the first time.

18 Q Okay. And when did you first discuss it with Mr.
19 Cardona?

20 A I don't recall the exact date but 2018.

21 Q Was it before you brought it up to the other board
22 members?

23 A Yes. It was after I discovered Tim was doing
24 whatever he wanted to do.

25 Q So this is January, February of 2018?

1 A Yes; correct.

2 Q Was Mr. Cardona's reaction to that -- to that
3 approach?

4 A I don't recall a specific reaction. I know it was a
5 big switch for him because he would have had to take a pay cut.
6 But he did. He was open to it.

7 Q In the end, did he take a pay cut?

8 A He did.

9 Q Did Mr. Cardona tell you at that time, in January,
10 February 2018, that he had a noncompete in his agreement with
11 Alieria?

12 A I don't recall the exact conversations. What was the
13 date where you're asking?

14 Q I'm asking in these initial discussions, in January
15 and February of 2018, did Mr. Cardona tell you that he had a
16 noncompete in his employment agreement with Alieria?

17 A I became aware at some point that his original
18 employment agreement had a noncompete in it but I also became
19 aware the Moses family requested that he take a pay cut and so
20 they renegotiated a different agreement that didn't have it in
21 it. So what the exact dates were, I don't know. I do know the
22 original agreement had one in it.

23 Q Your testimony is that Mr. Cardona told you that
24 Alieria asked him to change his employment agreement?

25 A Yes.

1 Q Do you recall learning that there was some adversity
2 between Mr. Cardona and the Moses family?

3 A Based on -- I mean, yes. At some point.

4 Q Do you remember when you learned that?

5 A I think January of 2018, after the board meeting.

6 Q And was it Mr. Cardona who told you that?

7 A Yes.

8 Q Okay. What did he tell you?

9 A He just indicated that the Moses family was trying to
10 essentially -- I don't know if breach is the right word but go
11 back on their word in the original employment agreement.
12 Didn't want to pay him what they had contracted to pay him.

13 Q So they had some dispute over his compensation or
14 something else?

15 A They just didn't want to pay him what they had agreed
16 to pay him in writing.

17 Q On or about June 5, Alex Cardona submitted his name
18 for the Unity CEO position, didn't he?

19 A Which date?

20 Q June 5.

21 A It was -- it was June at some point but we actually
22 requested that he become the CEO. I don't remember the exact
23 date.

24 Q Right. Did you interview Mr. Cardona for this job?

25 A Not a formal interview; no.

1 Q Did you interview anybody else for the job?

2 A No, we did not.

3 Q Did you ever have any other candidate in mind?

4 A We considered Alex to be the best candidate. I
5 wouldn't say that we considered him to be the only candidate.

6 Q Do you remember any others that you considered?

7 A Not specifically.

8 Q Was it -- wasn't it Alex's -- excuse me. Wasn't it
9 Mr. Cardona's idea to quit Alieria and come work at Unity?

10 A No.

11 Q Given his unhappiness with his employment
12 relationship with the Moseses?

13 A I -- I personally wanted him to work for us. I
14 thought, based on the, you know, year and a half that I had
15 known him, he demonstrated good integrity and I liked what I
16 saw from him. I personally wanted him to become the CEO. I
17 know it was a real stretch for him to leave, to take a pay cut
18 but that's what he did for the good of the company.

19 Q And you pushed to have Unity hire him as the CEO over
20 the Moseses family objections; right?

21 A Yes.

22 Q I believe his first day at Unity was June 26, 2018.
23 Does that sound right?

24 A That sounds correct.

25 Q But before he even started, the conflict really broke

1 out; right? In -- in June 11, 2018, you and Tim Moses were in
2 open conflict; right?

3 A By that point, yes. I was extremely concerned. We
4 hired legal counsel for Unity and -- yes.

5 Q And you threatened to terminate the agreement with
6 Alieria on June 11, 2018, didn't you?

7 A I -- I don't know the exact date. But yes, if things
8 weren't going to go better, I told him we were done.

9 Q Okay. Let's see Plaintiff's Exhibit 49. My question
10 is going to be on the first page.

11 A Okay.

12 Q So take your time. See if you recognize this --

13 A I do.

14 Q -- as an email exchange.

15 A Yes, I do.

16 Q You see the -- the top email in the chain. The last
17 response from you says that you won't hesitate to -- to
18 terminate the contract if Alieria starts threatening us;
19 correct?

20 A Yes.

21 Q And then don't tempt me; correct?

22 A Yes.

23 Q And that's in response to a message from Tim Moses,
24 commenting on how fast the relationship has gone sour since you
25 became the chairman. I -- is that you in that -- do you

1 understand that to mean you became the chairman?

2 A Yes. I follow IRS guidelines.

3 Q And this email, this exchange, is in the context of
4 the emails about Mr. Cardona becoming the CEO of Unity; right?
5 That's --

6 A I believe so. This is not a complete email exchange.
7 I'd want to see the complete exchange.

8 Q I mean, am I correct to believe that this exchange
9 has something to do with the dispute over Mr. Cardona becoming
10 the Unity CEO?

11 A It was the entire package. I mean, they weren't
12 following the agreement, they weren't following the rules.

13 Q What threats are you talking about here?

14 A I'd have to see the email. It's mysteriously missing
15 from this exchange.

16 Q Is it your belief that there is something
17 between -- something missing between Mr. Moses's email and your
18 response at the very top of this page?

19 A Oh. There. I'm sorry. I didn't see it below it.
20 Can I read?

21 Q Yeah. Yeah. Absolutely.

22 A Yes. So what was your -- sorry. What was your
23 question?

24 Q I'm just -- I want to make sure that we don't have a
25 document problem. Do you believe there's an email missing

1 between --

2 A No, I see it now. I didn't see it below earlier.

3 Q Okay. I'm sorry.

4 A I've never seen this exhibit before today so I'm
5 catching up.

6 Q Well, you were on the email --

7 A Correct.

8 Q -- at the time; right?

9 A Yes.

10 Q So do you -- do you recall as you sit here today what
11 threats you were responding to here?

12 A Yes. Tim's reaction was basically saying he didn't
13 like how I was steering the organization as chairman. I was
14 very concerned about doing things correctly and in June here,
15 this was, if I recall correctly, was after our board meeting,
16 our last board meeting. At that board meeting, we had legal
17 counsel present. We were asking Tim very direct questions
18 about how he was going to run the organization. We were
19 starting to hold him very accountable and he was starting to
20 become uncomfortable.

21 Q Nothing in this email exchange about terminating the
22 contract mentions Tim Moses' 2004 legal problems, does it?

23 A No.

24 Q None of these emails mention Tim Moses writing checks
25 out of the Unity operating account, do they?

1 A No, but I was already aware of it and that was one of
2 my primary concerns.

3 Q But not one that you wrote down on June --

4 A No.

5 Q -- 11, 2018?

6 A No.

7 Q All right. After this exchange, Alieria wants to have
8 a meeting so that everyone can talk and get on the same page;
9 isn't that right?

10 A I wouldn't describe it like that. They said why
11 don't you come down and talk with us; we want to show you what
12 we have here. In reality, they were trying to show us what
13 they had built for Alieria with Unity dollars.

14 Q My question is: were they trying to invite you to a
15 meeting in Atlanta?

16 A It was more than a meeting because they had vans
17 lined up. They were going to take us around the Alieria
18 complex.

19 Q So a meeting and a tour?

20 A Yes.

21 Q Okay. You deferred that meeting until July 2018,
22 didn't you?

23 A Yes.

24 Q And the meeting finally took place on July 16, 2018
25 in Atlanta; is that right?

1 A That's correct.

2 Q And Unity brought lawyers from Gammon & Grange in
3 Virginia; right?

4 A Yes, we did.

5 Q When did Unity hire those lawyers?

6 A We hired Venable, LLP out of DC in May and Gammon &
7 Grange, I want to say June. Not -- not exactly sure of the
8 date. I think it was June 2018.

9 Q Did you use Unity money to pay those lawyers?

10 A Yes, we did.

11 Q Did you seek permission from any of the other board
12 members before you did that?

13 A Alex was a board member; I sought permission from
14 him. Jim Gardner was also a board member. I know we had
15 multiple conference calls. I know there was a discussion.

16 Q Let me ask a better question. Did you disclose that
17 you were doing this to any of the Alieria board members?

18 A We specifically asked the Alieria board members in
19 writing if they objected to Unity hiring independent counsel.
20 I tried to be very forthcoming that we were hiring independent
21 counsel.

22 Q Did you -- so you have something in writing --

23 A Yes.

24 Q I've got to finish the question.

25 A I'm sorry.

1 Q Do you have something in writing from Unity to the
2 Alieria affiliated board members asking for permission to hire
3 these lawyers?

4 A Yes. Not necessarily Gammon & Grange but independent
5 counsel in general; yes.

6 Q I'm just -- I'm just going to ask. Am I right that
7 you took a \$20,000 cash withdrawal from a Unity account to pay
8 these lawyers?

9 A Yes, after the board had approved us getting
10 independent counsel and had not objected to it. Including
11 Chase Moses, who was on the board at the time.

12 Q Didn't you take the money out in cash to hide the
13 expense from the Alieria folks?

14 A No.

15 Q Your lawyers at Venable in DC and at Gammon want to
16 be paid in cash?

17 A I didn't take out cash. I took it out in a money
18 order. And I took it out that way because Unity had -- Alieria
19 had so successfully blocked our access to most of what they
20 were doing. I just went directly to the source, withdrew it in
21 a money order made out directly to Venable LLP and sent it to
22 them.

23 Q Okay. You said, when you testified on direct, that
24 you took these steps immediately after the January 2018 board
25 meeting where you became so concerned about the movement of

1 funds.

2 A That was not my first concern but that's when I
3 really started seeing the handwriting on the wall; yes.

4 Q All right. But so the first appearance of these
5 lawyers that -- that I can see is in July 2018; isn't that
6 right?

7 A May of 2018 was the first time we had independent
8 counsel present at a board meeting and it was a lawyer from
9 Venable LLP. We decided that Gammon & Grange had more
10 experience and so we replaced Venable with Gammon & Grange.

11 Q Okay. Well, let's -- let's pick up with Gammon &
12 Grange. By the time you hired those lawyers, you decided to
13 terminate the Alieria contract, hadn't you?

14 A No. In fact, we went to mediation very willing to
15 negotiate and Tim Moses -- not unilaterally. Tim Moses decided
16 to shut off the mediation negotiation.

17 Q And didn't you send your termination letter, like, an
18 hour after the end of that mediation?

19 A Yes, we did, because it was clear they weren't going
20 to follow the agreement.

21 Q In connection with the July 16 meeting in Atlanta,
22 that was followed by a July 19 letter from your lawyers; right?

23 A That is correct.

24 Q And that's a letter that gives notice of the alleged
25 breaches of the agreement; right?

1 A Correct.

2 Q That letter didn't say anything about Tim Moses'
3 criminal history, did it?

4 A I'd have to see the letter but I'm going to assume it
5 didn't.

6 Q Okay. Well, let's bring it up. It's --

7 A I'll assume it did and I'll stipulate to that.

8 Q Didn't it also demand that Alieria pay \$5 million by 5
9 p.m. the next day?

10 A As a down payment towards what we believed they owned
11 Unity, yes.

12 Q So deliver \$5 million to our bank account by the a
13 close of business the next day?

14 A Correct.

15 Q You didn't think Alieria would satisfy that demand,
16 did you?

17 A I thought they might.

18 Q In any event, when they didn't, on July 20, you froze
19 some Unity bank accounts, didn't you?

20 A We removed Tim and Shelley as signers and Wells Fargo
21 actually froze the accounts. I requested that they not freeze
22 the accounts but they were not -- they were unable to get Tim
23 and Shelley off soon enough, so as a precaution on their end,
24 they froze the accounts.

25 Q So as a result of your action and Wells Fargo's

1 action, the accounts --

2 A Yes.

3 Q -- were frozen?

4 A Correct.

5 Q You froze an operating account that had about \$1.8
6 million in it; is that right?

7 A Yes.

8 Q And a account with \$3.2 million in claims money.
9 That got frozen as well; right?

10 A I would not stipulate that those are claims funds.
11 They are simply funds that Alieria labeled claims funds. It was
12 not nearly the entire claims fund so that was a label they put
13 on it but I would not say they were claims funds.

14 Q Well, I mean and maybe you just don't know but the
15 account in question with the \$3.2 million, that was designated
16 to pay incoming claims that have been approved and were -- was
17 designated to get paid out.

18 A These were simply -- these were simply funds that
19 Alieria, in its own unilateral discretion, decided to put into
20 the Unity bank account. And yes, they used those funds to then
21 pay Healthscope, who then, as a third-party administrator of
22 Alieria as a third-party administrator, paid funds. Paid
23 claims.

24 Q So the money was in the account to pay claims;
25 correct?

1 A Yes.

2 Q And because you froze it, those claims weren't paid;
3 right?

4 A To my knowledge, those claims were paid.

5 Q They weren't paid with the money that had been set
6 aside for the Unity members' healthcare, were they?

7 A They were not paid out of the funds that Alieria
8 decided to give to Unity. No.

9 Q And that you froze?

10 A That Wells Fargo froze, yes.

11 Q On your behalf?

12 A Yes.

13 Q Okay. After -- after you -- you took those steps and
14 Wells Fargo froze the account, Unity didn't pay any of those
15 member claims, did it?

16 A No, it did not. We requested a full accounting from
17 Healthscope; they did not provide it. They didn't cooperate
18 with us at all and we could not, in good conscience, pay claims
19 that we had no information on.

20 Q And you didn't pay claims; right? That's all I'm
21 asking.

22 A We didn't have any claims to -- we never saw one
23 document. We couldn't pay a claim we didn't see. But no, we
24 did not.

25 Q All right. I -- I think the Court has my point. And

1 Unity hasn't done anything to service those members
2 after -- after termination either; right?

3 A We don't even have the identity of those members
4 because Alieria has withheld all that information despite our
5 written demands.

6 Q Okay. And for that -- let's agree it was for that
7 reason but Unity hasn't answered any phone calls for these
8 members; right?

9 A Of course not.

10 Q Hasn't processed any claims?

11 A No.

12 Q Hasn't paid any claims?

13 A No.

14 Q Hasn't done anything to service those members?

15 A No, because we don't have any information to do so.

16 Q All right. You testified that you terminated the
17 agreement with Alieria in part because you were worried about
18 Tim Moses interfering with plan assets; right?

19 A Yes.

20 Q When did you say you found out about Tim's
21 Conviction? Excuse me, misdemeanor.

22 A I found out sometime in 2017. I don't recall the
23 exact date.

24 Q 2017?

25 A Yes.

1 Q Do you remember how you found out?

2 A Yes.

3 Q How?

4 A Alex Cardona informed me.

5 Q And is that -- that's before he became the Unity CEO;
6 right?

7 A Yes.

8 Q Now, wasn't Mr. Cardona one of the first Alera
9 employees to come visit with you at the end of 2016?

10 A At the end of 2016?

11 Q At the -- yeah. The very beginning of the
12 relationship.

13 A Oh. Yes. Yes. Alex and Tim.

14 Q He was there at the very first --

15 A Yes.

16 Q -- meeting; right?

17 A Uh-huh (affirmative).

18 Q And so you've been working with Mr. Cardona for some
19 time by the time you were at 2017; right?

20 A As fellow board members, yes.

21 Q Uh-huh (affirmative). Do you -- and at some point in
22 2017, he told you. Do you remember first half, second half,
23 anywhere like that?

24 A First half.

25 Q First half? And yet despite learning that in the

1 first half of 2017, you didn't terminate the agreement until
2 August 2018; isn't that right?

3 A That's correct.

4 Q Now, you told us that you hadn't done any research on
5 Mr. Moses at the beginning of the agreement -- at the beginning
6 of the relationship. Have you done it since?

7 A Yes.

8 Q What did you find?

9 A That Tim Moses has supposedly written a book called
10 The Federal Defendant's Guide to Criminal Defense. And that he
11 has multiple convictions for securities fraud and perjury, has
12 spent at least six and a half years in prison. And that, again,
13 violated his probation, spent another four months there, etc.,
14 etc.

15 Q And you found this information on the Internet, I
16 presume?

17 A Yes.

18 Q And so it was available to you in 2016, had you
19 chosen to search as well; right?

20 A I believe so.

21 Q Okay. When did you learn about Mr. Moses -- and Your
22 Honor, I'm just going to call Tim Moses Tim, because we have a
23 Chase Moses as well. When did you learn about Tim's checks out
24 of the operating account? The Unity operating account?

25 A May 4, 2018.

1 Q And let's pull back up Defendant's Exhibit 8. This
2 is the --

3 THE COURT: Is it a joint agreement?

4 MR. DOHERTY: The joint exhibit. That's right. In
5 your notebook, Your Honor. I promise not to go through
6 every one of these.

7 THE COURT: I would appreciate that. I can't
8 imagine what hasn't been discussed, but.

9 BY MR. DOHERTY: (resuming)

10 Q Well, let's look at the date on the -- the last check
11 in this exhibit. I have December 13, 2017. Do you have the
12 same?

13 A Which check?

14 Q Last one.

15 A Yes.

16 Q So we have checks December 2017 --

17 A Yes.

18 Q -- January, February, March.

19 A Okay. I just want to clarify. The first check was
20 December 17. The other three checks were all not withdrawn
21 until April 11, 2018.

22 Q Okay. Well, let's -- let's focus on the one in
23 December.

24 A Yes.

25 Q You didn't see that payment at the time, out of

1 Unity's operating account?

2 A I did not.

3 Q You had access to Unity's operating account and the
4 information, didn't you?

5 A I had to call Wells Fargo and get that access, which
6 I didn't have at that point. But yes, I had permission to do
7 so. I failed to do so.

8 Q Okay. And so you told us that you found out on May
9 4, 2018 and -- and I think you told us that that was from a
10 phone call from an Alieria lawyer; is that right?

11 A It was.

12 Q All right. So this isn't something you discovered on
13 your own.

14 A No.

15 Q Correct? Alieria discovered it and reported the
16 problem to you; right?

17 A No. Her -- their counsel said she is kept up at
18 night quote, by some of the things that are going on and that
19 it wasn't good for anyone if Unity lost its exempt status so
20 she was relaying to me the concerns she related to Tim Moses.

21 Q And so the source of you finding out about it was
22 Alieria --

23 A That's their counsel.

24 Q Yes.

25 A Yes.

1 Q Okay. And their counsel.

2 A Yes.

3 Q That's fine.

4 A Which I think very highly of, by the way.

5 Q Do you recall any -- let me -- strike that. Is it
6 your testimony that you recall no discussion with Tim Moses
7 about Unity paying him compensation?

8 A That's correct. There was no discussion about
9 compensation.

10 Q The topic never even came up?

11 A No. He did say he didn't draw a salary from Alieria
12 but I almost laughed at that because he owns this company that
13 was making millions of dollars. He's an owner in it.

14 Q And so you deny that you and Mr. Moses ever discussed
15 the concept of Unity paying him anything?

16 A We never approved anything.

17 Q My question was different. Did you discuss it?

18 A He mentioned that he doesn't make a salary. But
19 that's the only discussion I recall.

20 Q Okay. In any event, the money at issue in these
21 checks was returned to the Unity operating account, wasn't it?

22 A After we demanded it with an in-person meeting with
23 our attorneys, yes.

24 Q Is the answer --

25 A But he --

1 Q -- is the answer yes, it was returned?

2 A It was returned after we demanded it.

3 Q Okay. But before Unity terminated on August 10,
4 2018; right?

5 A Yes.

6 Q All right. So you've testified that Unity terminated
7 in part because you were worried Tim Moses was going to prevent
8 members from getting their healthcare payments. Is that the
9 gist of this?

10 A We were very concerned that he was not running it
11 correctly; yes.

12 Q But none of the members failed to get paid a claim
13 because of anything Tim Moses did; right?

14 A I have absolutely no assurances of that. I haven't
15 seen any of the financials. These members could be defrauded
16 every single day and I wouldn't even know it. In fact, we've
17 gotten numerous reports that claims aren't being paid.

18 Q So -- but you don't have any evidence or anything you
19 could say today that suggests claims aren't being paid because
20 of something Tim Moses did.

21 A Yes, we do have evidence and that comes in the form
22 of reports from brokers, stating that their members' claims are
23 not being properly paid.

24 Q And they -- they're saying Tim Moses is taking the
25 money? Those --

1 A They're saying Alieria is not properly paying their
2 claims.

3 Q Whatever information you have doesn't have anything
4 to do with Tim Moses, in this --

5 A Tim is the owner.

6 Q Do any of the complaints you have from brokers about
7 payments of claim mention Tim Moses?

8 A I don't know that they do.

9 Q Okay. And by contrast, we know that members didn't
10 get paid on time and as they should have when Unity froze the
11 \$3.2 million in claims funds, don't we?

12 A My understanding or belief is that Healthscope has
13 paid those claims but we don't know because we don't have the
14 records.

15 Q But they didn't pay it with the money you froze?

16 A Correct; yes.

17 Q All right. Let's go to the termination letter.
18 That's Plaintiff's Exhibit 59. Do you have this one? Do you
19 recognize this as the termination letter that your --

20 A Yes.

21 Q -- lawyer sent?

22 A Yes.

23 Q And this is a short one, if you take a quick look.
24 But there's no mention of Tim Moses' legal record in this
25 letter, is there?

1 A I don't believe so.

2 Q Instead, Unity says it's terminating the agreement
3 for the alleged breaches that were identified in your July 19
4 letter; right?

5 A Yes.

6 Q And the letter makes three demands; A, B, and C. Do
7 you see those?

8 A Yes.

9 Q All right. So -- and I just want to make sure that
10 we agree on what these demands are. A is Alieria, please stop
11 selling any product with a Unity component; is that correct?

12 A Yes.

13 Q All right. B. Terminate all the current plans that
14 have a Unity component by no later than August 31, 2018.

15 A Yes.

16 Q Okay. And C. Stop using the service; right?

17 A Yes.

18 Q And then right below that, in the next paragraph, it
19 says that Alieria must -- excuse me. Alieria must obtain Unity's
20 express written approval before communicating with members
21 about the termination; right?

22 A Correct.

23 Q So I think you testified earlier and claimed that
24 Alieria didn't even tell the members about the termination --

25 A Right.

1 Q -- correct?

2 A Right.

3 Q But in your termination letter, you told them not to.
4 Isn't that --

5 A We told them to obtain our approval prior to
6 communicating with them because we wanted to avoid doing
7 exactly what they did, by telling these members involuntarily
8 they were being moved to another program that is not ACA-exempt
9 and that would expose the members to the tax company.

10 Q Is the answer to my question that yes, Unity told
11 Alieria not to communicate with members?

12 A Without our approval.

13 Q All right. Now, this termination letter doesn't
14 demand that Alieria turn the Unity members back over to Unity,
15 does it?

16 A They were never Alieria's in the first place so no, we
17 didn't --

18 Q The question is what's in the letter.

19 A We didn't request them to turn them back over because
20 they were ours.

21 Q What you asked us to do for them was terminate their
22 healthcare coverage; correct?

23 A Incorrect. The only thing we were terminating in
24 this letter was Alieria as a third-party vendor. The members
25 were always ours, nothing changed.

1 Q Can you zoom in on B for me? Will you read with me?
2 Terminate all current plans of members that include a Unity
3 Healthcare sharing component.

4 A With relation to Alieria, yes. That was our intent.
5 Whether they put in there or not, that was our intent.
6 Terminate Alieria's involvement with our plans. Take the Alieria
7 component out, terminate Alieria plans, and leave us with our
8 members and our plans. We never once intended to terminate
9 members or to give them to Alieria.

10 Q Well, I think you intended it twice. Why don't we
11 pull up the cease and desist letter from September 11, 2018,
12 which is Exhibit 120?

13 I'm going to direct you to page 2, but do you recognize
14 this as the letter your counsel sent to have Alieria cease and
15 desist on September 11, 2018?

16 A Yes.

17 Q So on page 2, we again have a list of demands.

18 A Yes.

19 Q First one, terminate all current plans of members
20 that include a Unity Healthcare sharing component.

21 A Yes.

22 Q Doesn't say terminate the Unity half, it says
23 terminate the plan that has Unity as a component; correct?

24 A And what -- yes. And what we meant was that Alieria
25 would pull its involvement out of that relationship so we could

1 continue to service these members.

2 Q Well, let's go on down to -- it's the next paragraph.
3 It's another number 1, if you see the next number 1 there.

4 A Yes.

5 Q It demands that Alieria cease administrating any plan
6 with a component that we say has a Unity Healthcare sharing
7 component; correct?

8 A Yes, we didn't -- yes.

9 Q So stop administering Alieria plans that have this
10 Unity component?

11 A No. Alieria -- if you read it, cease administration
12 of any plan with a component that Alieria represents, claims, or
13 treats as a Unity Healthcare sharing component. As a Unity
14 component. Yes.

15 Q So cease -- cease administering? Stop --

16 A Yes.

17 Q -- taking their calls --

18 A Yes.

19 Q -- stop playing their -- of their claims.

20 A Yes.

21 Q Stop taking their premiums.

22 A Yes.

23 Q Get rid of their healthcare.

24 A No. Get rid of Alieria from being in their
25 healthcare.

1 Q Now, you knew that Alieria wasn't going to abandon
2 these members, didn't you?

3 A We certainly hoped they would, considering the fact
4 that they had no legal authority whatsoever to continue
5 servicing them after termination.

6 Q Well, let's go to -- back to the agreement in Section
7 3.1.

8 A Which agreement? The February 1?

9 Q The final February 1, 2017 agreement.

10 THE COURT: Tell me what exhibit.

11 MR. DOHERTY: I'm sorry. This is Joint Exhibit 4 in
12 your notebook. It is the agreement. And we're looking at
13 page 3, clause 3.1.

14 BY MR. DOHERTY: (resuming)

15 Q Are you with me?

16 A Yes.

17 MR. DOHERTY: Your Honor? You with us?

18 THE COURT: Yes.

19 BY MR. DOHERTY: (resuming)

20 Q If we can highlight that last sentence. However upon
21 termination, any existing member plans will remain active until
22 the member's next renewal date.

23 Do you see that?

24 A Right.

25 Q So that's what the contract says the parties are

1 supposed to do in the event of a termination; correct?

2 A Right.

3 Q Okay.

4 A And that's exactly what we were doing when we said
5 cease administering the plans.

6 Q So when you said terminate the plans, you meant the
7 same thing as keep them enforced until the end of the term?

8 A Yes, which was August the 31st, 2018. These were
9 month-to-month plans.

10 Q We'll get back to that. Do you recall you were the
11 one who added this language to the contract and the MoUs?

12 A I don't recall. I know we discussed it.

13 Q Let's pull up Plaintiff's Exhibit 14. Do you
14 recognize this as an email exchange between you and Tim Moses
15 and others about the language of the -- I think it's the
16 original MoU?

17 A The original MoU?

18 Q Yeah. So this is --

19 A Yes.

20 Q -- October 31.

21 A This is a different MoU than the one we were just
22 looking at though.

23 Q Well, we were looking at the agreement. Now, we're
24 looking --

25 A The February agreement, yes.

1 Q Yeah. Now, we're looking at the MoU.

2 A From October 31st?

3 Q Correct.

4 A Okay. So a different agreement?

5 Q Yeah.

6 A Okay.

7 Q And this is the back-and-forth between the parties
8 about drafting that document; correct? At least some of it.

9 A I -- I just haven't seen this yet. Could you give me
10 a minute?

11 Yes.

12 Q Okay. And let's look at the cover email. If you see
13 the message in the middle of the page from Tim Moses? The last
14 sentence? If you could add the language about the continuation
15 of membership, I think we're done. Do you see that?

16 A Yes.

17 Q And then if you skip up to your response? You see
18 that you have added clause 3.3 is the new section. You see
19 that?

20 A Yes, I do.

21 Q All right. So let's turn to page -- to clause 3.3,
22 which is at page 4 --

23 A Yes.

24 Q -- of this agreement. Can you read that out loud for
25 me?

1 A Yes.

2 "In the event that either party terminates this MoU, the
3 parties shall fulfill their service agreements with any then-
4 existing members of Unity Healthshare until such member terms
5 expire. The purpose of this clause is to avoid breaching member
6 agreements due to termination."

7 Q And that makes perfect sense; right? You don't want
8 a dispute between these parties to hurt the members and their
9 healthcare coverage; correct?

10 A Correct.

11 Q Okay. And you don't want to create lots of liability
12 for Unity or Alieria by canceling coverage for members
13 midstream; correct?

14 A Correct.

15 Q But that's exactly what Unity demanded when it
16 terminated the agreement in August of 2018; right?

17 A I couldn't disagree more. We were terminating
18 Alieria's involvement in this plan that it was defrauding.

19 Q We won't go back through the language of the clause.

20 THE COURT: Thank you.

21 BY MR. DOHERTY: (resuming)

22 Q Do you dispute that the term of the Alieria plans with
23 a Unity component was 12 months?

24 A Absolutely.

25 Q Okay.

1 A By Tim's own words.

2 Q Let's take a look at the member guide, which I think
3 is Joint Exhibit 5. Let me direct you to page 19. I would
4 hope we have the same document. So this is page 19 of Exhibit
5 5 in your notebook, Your Honor.

6 A I see it.

7 Q And let me -- if we can blow up number two. This say
8 that the maximum amount of shared for eligible needs per member
9 per 12-month plan term; correct?

10 A This is -- yes. And what this is saying is if you
11 stay with us for 12 months, this will be your annual limit for
12 that 12-month period. If you stay with us.

13 Q But --

14 A It was optional based on month-to-month membership.

15 Q My question is only whether the -- the membership
16 guide refers to a 12-month plan?

17 A I don't agree that it's referring to all plans for 12
18 months. I agree it's saying if you stay with us for 12 months,
19 this is your annual limit.

20 Q All right. Is your testimony that these are month-
21 to-month?

22 A Yes.

23 Q Let's look at page 12. And again, I apologize for
24 the small print. Page 12 of Exhibit 5 in your notebook,
25 towards the bottom of the page, subparagraph 8?

1 A Yes.

2 Q Do you see the reference to the last 90 days of
3 membership term here?

4 A Yes.

5 Q Okay. I'm going to leave it at that. When Unity
6 terminated the agreement -- can you strike that? Unity didn't
7 have the capability to service all of these members in August
8 2018, did it?

9 A I disagree. We had an existing healthcare sharing
10 ministry and we had staff.

11 Q Did you tell me that you had five staff?

12 A At which point?

13 Q Well, we're talking now about August 2018.

14 A We --

15 Q At some point in 2018 you had a staff of five in
16 Virginia and you moved to another office.

17 A Correct. We added a little bit but yes, we had a
18 staff.

19 Q Staff of?

20 A In Virginia, we had an additional member and in
21 Atlanta, we had a CEO.

22 Q So somewhere between five and ten employees?

23 A Yes.

24 Q Okay. And in addition to those employees, you had
25 two frozen bank accounts; right?

1 A Correct.

2 Q So did you still have 1.8 million in the operating
3 account at that point?

4 A Yes.

5 Q 3.2 in claims money still frozen?

6 A Yeah, I don't agree that it was claims money but yes,
7 we had approximately \$4 or \$5 million in cumulative assets at
8 Unity and \$1 to \$2 million in assets at Anabaptist Healthshare.

9 Q All right. I'm just going to ask you. Did Unity
10 spend any of the money out of the 3.2 million that I'm calling
11 claims money?

12 A Not one dollar.

13 Q Okay. So that's still sitting there today?

14 A It is.

15 Q What about the \$1.8 million in the other account?
16 Did it spend that?

17 A Some of it.

18 Q How much?

19 A Since from when? When to when?

20 Q From you -- from when you froze it in July of 2018
21 until now.

22 A We've used some of it. We've used maybe two-thirds
23 of it.

24 Q Two-thirds.

25 A Three-fourths.

1 Q Now, beyond the five to ten employees and this money
2 that you just talked about, what other resources did Unity have
3 to service, you know, 40,000 plans and a hundred thousand
4 members in August of 2018?

5 A We had some resources. Obviously Alieria took off
6 with all the plans and the contracts of the members. So we
7 were -- we had limited resources.

8 Q Did -- did Unity have contracts with doctors and
9 other health providers --

10 A Unity --

11 Q -- at that time?

12 A Unity did; yes.

13 Q Yes? Did Unity have a third-party administrator to
14 process claims?

15 A Unity did; yes.

16 Q At --at the time of termination?

17 A Yes. And Alieria blocked our contact and actually
18 interfered with our relationship with them. They retained
19 Healthscope and Healthscope wouldn't cooperate with us,
20 wouldn't give us any information due to Alieria's -- what I
21 believe is Alieria's interference.

22 Q Okay. But Healthscope is the third-party
23 administrator that Alieria had hired for the --

24 A For Unity. But for Unity as well. They absolutely
25 paid Unity claims.

1 Q Did -- in -- in August of 2018, when you terminated
2 the agreement, did you have a different third-party
3 administrator?

4 A No, because Healthscope still had a contract with us.

5 Q Did Unity have a call center to take calls from the
6 members concerned about their claims?

7 A We had all of this established. All of it. Call
8 centers, contracts, brokers, agents, employees. At least 14
9 employees in Atlanta. My point is they blocked our access to
10 those people when they took all of them with them and left. So
11 we had it all, yes. But Alieria took it with them.

12 Q Took it with them? Did they come to Virginia and
13 take it from you?

14 A They didn't need to. It was all based in Atlanta.

15 Q Okay.

16 A They took it in Atlanta. Yes.

17 Q And I heard you testify this morning you were upset
18 that Unity took away the website as well. Do I remember that
19 correctly?

20 A Yeah. It really -- it made it almost impossible to
21 service our members when our own website just was taken down.

22 Q Didn't you change Unity's name to Kingdom in July of
23 2018?

24 A Yes, because they took our IP and wouldn't give it
25 back, despite our written demands.

1 Q So you decided to rebrand and go your own way in July
2 of 2018?

3 A We didn't decide to go our own way. We decided we
4 had no other choice but to get another name because they were
5 withholding our IP, which we were entitled to in the agreement.

6 Q But by that point, you decided you weren't going to
7 continue under the Unity name anyway; right?

8 A We would have, potentially, but they took all of
9 our -- they took our IP, they took our name, they took -- they
10 took everything and tried to destroy us on the way out.

11 Q All right. Now, we're here today because Unity has
12 asked the Court to enjoin Alieria, removing the customers who
13 had these side-by-side Alieria Unity plans to do Alieria Trinity
14 plans; right? That's what the TRO is about, that's why we're
15 all here today; right?

16 A That's a big part of it.

17 Q Okay. Now, if you knew that Alieria intended to do
18 that by September 11, 2018, didn't you?

19 A I don't recall the exact date.

20 Q Let me ask you -- well, let me --

21 A I know at some point, Chase Moses sent out a message
22 to brokers, I believe it was, that all the members were being
23 moved to Trinity.

24 Q Do you know whether that was before or after your
25 September 11, 2018 cease and desist letter?

1 A I don't recall the exact date.

2 Q Can you pull that back up? It's Plaintiff's Exhibit
3 120, the Alston & Bird letter. You should have it in front of
4 you. And if you can zoom in on the -- the indented text here,
5 plan holders. So by at least the date of this letter, or by
6 the latest, the date of this letter, Unity knows that's
7 Alier's plan. It's going to -- it's going to service the
8 Alier Unity members as is through the end of the year and
9 they're going to sign them up, renew them for a new plan with
10 Alier Trinity in 2019; right?

11 A We became aware that Alier was intentionally and, in
12 my opinion, tortuously converting Unity members to a non-ACA
13 exempt plan called Trinity. A plan that exposed all members to
14 the tax penalties which remained in 2018. We were aware that
15 they were going to Triad.

16 Q And you were aware of that in -- in the middle of
17 September 2018; right?

18 A Yes.

19 Q But Unity waited until the middle of December 2018
20 before it filed its papers; correct?

21 A There's -- correct.

22 Q Correct. Okay. And that just happened to be right
23 at the end of open enrollment for 2019; right?

24 A It had nothing to do with open enrollment.

25 Q When Unity eventually filed on December 14, Unity

1 told the Court this was an emergency; isn't that right?

2 A Yes, we just hired Alston & Bird as our third law
3 firm.

4 Q And Unity argued that this dispute about whether this
5 transition could happen couldn't wait until the end of the case
6 to be decided at the end; correct?

7 A Correct, because the January 1 deadline, which they
8 said they were moving all the members over on.

9 Q Right. And Unity said that allowing that transfer
10 would cause irreparable harm.

11 A Absolutely.

12 Q In the sense that merely awarding money damages
13 afterwards wouldn't be enough.

14 A Absolutely.

15 Q All right. And all this was so pressing that Unity,
16 you know, made an emergency for the Court, the Court's staff
17 had to work over the Christmas holidays to get an order
18 December 28; right?

19 A Correct. There was 120,000 members on the line.

20 Q And that's what we're here about as well today;
21 right?

22 A That's right.

23 Q The idea that if these members transition to Alieria
24 Trinity, money damages won't pay enough to compensate; right?

25 A That's correct. That's -- that's part of it.

1 Q But that point's just not true; is it?

2 A Of course it's true.

3 Q Just two days after Unity filed its TRO papers,
4 Unity's lawyers offered to let Alieria move these members to new
5 plans --

6 MR. REINKE: Your Honor, I'm going to object to
7 this. This is a -- this end conversation is between
8 Unity's attorneys and Alieria's attorneys are settlement
9 communications that aren't admissible in evidence under
10 Rule 408. This is plainly not relevant to any of the
11 issues that were here before.

12 MR. DOHERTY: I think you'll find it is. Rule 408
13 prohibits the admission of settlement correspondence when
14 it's used to either validate or invalidate a claim. The
15 law expressly allows the settlement materials to be used
16 for other purposes, including impeachment. I've got
17 Georgia Court of Appeals cases on that and I also have two
18 cases, Your Honor, that I'm happy to hand out, that hold
19 settlement communications are admissible in a preliminary
20 injunction hearing to rebut a claim of irreparable harm.

21 And so, that's the purpose of the examination. It's
22 to rebut the testimony that you just heard and to show
23 that money would compensate Unity just fine.

24 MR. REINKE: Your Honor, we haven't briefed this
25 issue and we welcome the opportunity to do so if Your

1 Honor would entertain that, but the parties agreed as part
2 of their discussions -- we had a couple of in-person
3 meetings. I'm not going to get into the content of those
4 meetings but the parties --

5 THE COURT: I -- I'm going to reserve a ruling and
6 I'll ask you to -- I'll let the -- I'll let you ask that
7 question later if I decide it's a, admissible, b,
8 relevant.

9 MR. REINKE: Okay.

10 THE COURT: Thank you.

11 MR. DOHERTY: May I proffer very briefly?
12 What -- what -- what this would look like so that we don't
13 have to, because I can do it again.

14 THE COURT: Yes, you can make a proffer.

15 MR. DOHERTY: Okay.

16 THE COURT: It's not admitted.

17 MR. DOHERTY: Not admitted. I'm proffering that
18 there would be an email communication that offers, in
19 settlement, to Trinity the Unity members, and allow them
20 to transition over from the old plan to the new Trinity
21 plan but that that relief would be quote so valuable to
22 Alieria that if Unity Kingdom were to agree, it would be
23 entitled to a substantial monetary payment.

24 THE COURT: Thank you.

25 MR. DOHERTY: I'm sorry. I lost my spot here. Your

1 Honor, I think I would like to tender the exhibits that
2 we've had for admission. For the record, I have
3 Plaintiff's Exhibit 120, Plaintiff's Exhibit 14,
4 Plaintiff's Exhibit 59, Plaintiff's Exhibit 49,
5 Plaintiff's Exhibit 7, Plaintiff's Exhibit 13, and
6 Plaintiff's Exhibit 8. We offer those for admission, Your
7 Honor.

8 MR. REINKE: Mr. Doherty?

9 THE COURT: Is there any objection?

10 MR. REINKE: Just one point of clarification. I
11 don't have your exhibit designations memorized. So can
12 you just let me know if you included the email that you
13 proffered before?

14 MR. DOHERTY: No. No.

15 MR. REINKE: Okay.

16 MR. DOHERTY: Because the Court is reserving
17 judgment, we're not offering that until -- until --

18 THE COURT: Is there any objection?

19 MR. REINKE: No objection, Your Honor.

20 THE COURT: Those exhibits will be admitted.

21 (Whereupon, Plaintiff's Exhibits 7, 8, 13, 14, 49,
22 59, and 120 were tendered and admitted into evidence.)

23 MR. DOHERTY: All right. Thank you, Your Honor.

24 THE COURT: Non-repetitive redirect.

25 MR. REINKE: Yes, Your Honor. Just five minutes.

1 THE COURT: I'll hold you to it.

2 MR. REINKE: Thank you, Your Honor.

3 REDIRECT EXAMINATION

4 BY MR. REINKE:

5 Q Mr. Hochstetler, just a few brief questions for you.
6 What was the purpose of requesting that Alieria pay \$5 million
7 to Unity when you terminated the agreement?

8 A It was twofold. One was it was just a down payment
9 on the large sum that they owed, what we believed they owed
10 Unity. And the second was just to see whether not they were at
11 all interested in following the agreement and the law. So
12 it -- it was just kind of a watershed moment, where they --
13 they were either going to comply or they weren't.

14 Q Did you previously request that Alieria turn over
15 funds before you made that demand?

16 A Yes. All funds.

17 Q Did you freeze any accounts that belonged to Alieria?

18 A Absolutely not. We had no access to their accounts.

19 Q Now, you were asked a couple of questions about the
20 termination letter. And the -- if the members' plans have been
21 terminated, would there have been any waiting period before
22 Unity was able to sign up those members if they had a means of
23 contacting them?

24 A Not at all. It would have been a seamless
25 transition. We had absolutely no intention to let those

1 members out to dry with no healthcare.

2 Q Once a member has signed up for the Unity Healthshare
3 plans, were members obligated to remain members for an entire
4 year?

5 A No. In fact, the memorandum of -- of the -- the
6 member guide makes very clear, even though Counsel didn't read
7 it, that you can terminate with 30 days' notice.

8 Q Could members sign up at any point in the year?

9 A Yes.

10 Q Did members have to wait for an open enrollment
11 period?

12 A No.

13 Q To the extent that there's a yearly component to any
14 part of these plans, does that yearly component correspond to
15 the calendar year?

16 A I'm not sure on that. I do know there's no yearly
17 component so I'm not sure how to answer the question. There is
18 no yearly component. They are month-to-month. The only part
19 of the -- the member guidelines that talks about a yearly
20 component is if you stay with us for a year. There -- there's
21 a particular amount you pay for that year.

22 So if I sign up in January of 2018, from January of 2018
23 until the -- the next year if I stay, that's the -- that's
24 the -- in insurance terms, it would be a deductible. This is
25 your deductible if you stay with us for the year. If you start

1 in March, it would be until the following March, etc.

2 Q And that's the member-shared responsibility amount?

3 A Correct.

4 Q And if I sign up in April 2018, when would my
5 Member -- member-shared responsibility amount reset?

6 A It would reset on your annual renewal date, not on
7 the calendar year.

8 Q When did you learn that Alieria actually notified the
9 members that they plan to transition the members over to
10 Trinity?

11 A I believe it was September of 2018. I don't remember
12 the exact date but it was shortly after Chase Moses sent out
13 that communication to the brokers.

14 Q When did you learn that Alieria had made a
15 communication to the members themselves about the transition?

16 A November of 2018.

17 Q Did Alieria turn over membership assets after the
18 termination of the agreement?

19 A They have not turned over one dollar.

20 Q Have they turned over any members?

21 A No.

22 Q Have they turned over any plan assets?

23 A No.

24 Q Have they turned over the website?

25 A No.

1 Q Have they turned over any intellectual property?

2 A None.

3 Q So when Alieria says that they're just competing to
4 earn the membership, they're not competing when Unity has all
5 that information, are they?

6 MR. ASHE: Objection: leading, argumentative.

7 THE COURT: Want to rephrase?

8 MR. REINKE: I'll withdraw the question, Your
9 Honor.

10 BY MR. REINKE: (resuming)

11 Q One final question, Mr. Hochstetler. When you were
12 asked about the compensation that you received under the
13 agreement, I believe you stated that if you -- if you were
14 motivated by the compensation you received, we wouldn't be here
15 today. What did you mean by that?

16 A I remember telling my mother that no amount of money
17 is worth my integrity. That's the way I was raised and that's
18 what I believe. I walked away from hundreds of thousands, if
19 not millions, of dollars for one reason and one reason only. I
20 will follow the law.

21 Q Thank you, Mr. Hochstetler. No further questions.

22 MR. DOHERTY: And nothing further, Your Honor.

23 THE COURT: All right. You may step down. Yes,
24 sir?

25 MR. WALLACE: Your Honor, I was going to call the

1 next witness but I wanted to make a few point first before
2 I do. Or ask a question for the Court, get some guidance
3 on whether --

4 THE COURT: Guidance is this is going too slowly.

5 MR. WALLACE: Exactly. That's what I wanted
6 to -- but can I first? They made a proffer on this email
7 that I actually wrote to their counsel. And I -- I feel,
8 I mean, I feel a little bit surprised by that being
9 brought out. So can I make a really quick proffer about
10 that email?

11 THE COURT: You may.

12 MR. WALLACE: Your Honor, it was prior counsel, it
13 was not Mr. Doherty, but it was Ms. Shirley and Ms.
14 Moseley that I had a conversation with. We sought from
15 the beginning to try to see if we could resolve this case.
16 And we had meetings with them and I think we've generally
17 spoken about that in our briefing. But on that December
18 3, I believe, telephone call, I was asked to put in
19 writing because Mr. Moses would appreciate it to be
20 writing and not -- don't be argumentative, a statement of
21 what we might consider a settlement framework. Pursuant
22 to that request, I put it in writing and I didn't make it
23 argumentative. Clearly labeled it a settlement statement
24 under 408. At this point in time, being that I did not
25 know they were going to present this today, I'm a little

1 surprised that they wouldn't have given me a heads-up
2 before because they apparently came with legal authority
3 to argue in favor of it --

4 THE COURT: I have already decided that it's not
5 admissible.

6 MR. WALLACE: Thank you, Your Honor.

7 THE COURT: All right.

8 MR. WALLACE: My next witness is Alex Cardona.

9 THE COURT: I'm going to take a break first.

10 MR. WALLACE: Yes.

11 THE COURT: A five-minute break.

12 MR. WALLACE: Thank you.

13 THE COURT: I'll be back in five.

14 (Brief recess off the record.)

15 (Back on the record.)

16 THE COURT: All right. You may call your next
17 witness.

18 MR. WALLACE: Your Honor, before I do, I was just
19 going to ask -- it -- we know this isn't a trial, Your
20 Honor. And we don't intend -- we know that we're going to
21 try to move this thing along a little bit more quickly.
22 And one of the things that's important to us and you may
23 want to speak to this, Ronan, is that it seems like some
24 of the issues have been crystallized around the
25 termination point and whether, at that point in time, the

1 plans were competed for or misappropriated. And so I'm
2 going to focus our witnesses on that point in time,
3 the -- the -- from termination to -- to now. And -- and
4 in light of what I think is the background stuff is kind
5 of -- the Court's had enough of the background stuff,
6 understands what a health share is, understands the -- the
7 nonprofit overlay, doesn't need a lot more of that.

8 Is that -- am I reading the tea leaves correctly?

9 THE COURT: Yeah, I think you are.

10 MR. WALLACE: Okay. Thank you. And at this time,
11 we'll call Mr. Alex Cardona to the stand.

12 (The witness is sworn in.)

13 DEPUTY JACKSON: Please have a seat and state and
14 spell your first and last name to the Court.

15 THE WITNESS: Alexander Cardona.

16 Whereupon,

17 ALEX CARDONA,

18 having been duly sworn, testified under oath as follows:

19 DIRECT EXAMINATION

20 BY MR. WALLACE:

21 Q Mr. Cardona, good afternoon. Where do you work?

22 A Work at Kingdom Healthshare. Formerly Unity
23 Healthshare.

24 Q And what is your position there?

25 A I am the CEO.

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

ALIERA HEALTHCARE, INC.,)
)
 Plaintiff,)
)
 v.)
)
 ANABAPTIST HEALTHSHARE, n/k/a)
 KINGDOM HEALTHSHARE)
 INTERNATIONAL, UNITY HEALTHSHARE,)
 LLC, n/k/a KINGDOM HEALTHSHARE)
 MINISTRIES, LLC, ALEXANDER CARDONA,)
 TYLER HOCHSTETLER, VICTOR)
 MENSAVAGE, and JEREMY HULKENBERG,)
)
 Defendants.)

**CIVIL ACTION
FILE NO. 2018-CV-308981**

AFFIDAVIT OF TIMOTHY C. MOSES

Personally appeared before the undersigned officer, duly authorized to administer oaths, Timothy C. Moses, who, first being duly sworn, deposes and states as follows:

1. My name is Tim Moses. I am over the age of 18 years, and I am competent to testify regarding the matters contained herein. I am personally familiar with and have knowledge of the matters set out in this Affidavit.

2. In 2016, to add coverage for emergency room visits, hospitalization, and specialty care, Alieria determined it should add another vendor component to its plans and enter into a business relationship with a Health Care Sharing Ministry (“HCSM”). HCSMs exist largely to cover members’ catastrophic medical costs.



3. Alieria, through its Senior VP of Sales (Alex Cardona), approached Anabaptist Healthshare (“AHS”) about using the HCSM exemption to add components of its products that Alieria would design because Alieria believed that it and AHS shared a general system of values.

4. At the time it approached AHS, Alieria wanted to enter into a business relationship with an HCSM that could provide an Affordable Care Act (“ACA”) exemption. Alieria would provide all of the design work for a catastrophic care component to its plans and, therefore, help members meet the minimum essential coverage requirements of the ACA’s Individual Mandate, as the ACA exempted from the Individual Mandate individuals who joined HCSMs that met certain criteria.

5. When Alieria representatives met with the Hochstetlers, we had to explain to them the potential benefits of the proposed business arrangement. At that time, the Hochstetlers had no intention of expanding AHS nationally, nor did they have any plan designs or concepts.

6. Alex Cardona served as Alieria’s Senior Vice President of Sales from Alieria’s founding until June 2018.

7. Cardona was present at the first meeting between Alieria and the Hochstetlers, and he was intimately familiar with Alieria’s product offerings and business strategies.

8. At a board meeting on May 22, 2018, Tyler Hochstetler stated that he would like for Cardona to be employed directly by Unity Healthshare, LLC (“Unity”). When questioned by Alieria, Cardona stated that this was a surprise to him.

9. On June 5th, Cardona resigned from Alieria and immediately went to work for Unity.

10. After Cardona left Alieria for Unity, which was not with Alieria’s consent, Unity requested a meeting on July 16, 2018. Tyler represented to Alieria that the purpose of the meeting



was to learn more about Alieria's business, and therefore, Alieria arranged transportation to take the attendees of the meeting to visit its facilities in Atlanta, Georgia, where the meeting was to take place.

11. Tyler misrepresented the purpose of the meeting. He, Alex, their Virginia attorneys from Gammon and Grange, and other representatives of Unity and AHS, instead, wanted to demand information from Alieria to which they were not entitled and claim that it was not living up to the parties' Agreement. Their lead Virginia attorney made it clear from the outset that his clients had no interest in visiting Alieria's facilities; they could cancel the transportation Alieria had arranged; and he proceeded with an aggressive monologue of disputes between the parties, demanding vast amounts of financial and operational information of Alieria in a few days.

12. For the first time, AHS/Unity accused Alieria of breaching the Agreement.

13. They said absolutely nothing about my fourteen-year-old white-collar conviction. I told Cardona of this matter approximately one (1) year prior to the July 16 meeting, and I also previously discussed it with Tyler, with regard to why I was resigning from the Board and as Chairman in early 2018.

14. Also at the July 16 meeting, Unity alleged that I engaged in self-dealing as chairman of the Unity Board of Directors by receiving approximately \$150,000 in checks from Unity in late 2017 and early 2018. It was my understanding that Tyler Hochstetler, on behalf of Unity, had no issue with me receiving compensation since I was not receiving any income from Alieria or Unity.

15. Prior to being issued these checks, I talked with Tyler about the fact that I do not receive a salary from Alieria or Unity and that I performed substantial work on behalf of furthering the relationship between Alieria and Unity. Tyler did not object to me receiving income from Unity, which totaled approximately \$150,000 over approximately 4-5 months.



16. After these checks were written to me, I received advice of counsel that I should pay back the amounts from those accounts. I then ensured that all these funds were repaid to Unity.

17. Other than these amounts, I have not received any payments from any Unity account.

18. I am not a signatory on any account that contains funds regarding Unity, and I do not have access to any such funds.

19. The email correspondence that Defendants attach as Exhibit 7 to their Memorandum in support of Motion for TRO and Preliminary Injunction (“Memorandum”) is not a complete document, and Defendants misinterpret and misrepresent the email I wrote and the context of the correspondence.

20. Attached hereto as Exhibits A and B are email discussions among Tyler Hochstetler and myself, as well as various others. Both of these email discussions (Exhibits A and B) begin on May 8, 2017 at 8:32 AM, where I am trying to get together a conference call to discuss two (2) items. The second item concerns “MOU for the Value Asset agreement as discussed in Saturdays Board meeting.” (Exs. A & B.)

21. As history, at this time, Alieria was trying to set up the potential sale of the company sometime within around 36 months.

22. I approached Tyler about Unity’s willingness to agree to a sale of the Unity component of Alieria’s offerings, along with a potential sale of Alieria.

23. Alieria proposed to Unity a MOU regarding a Value Asset agreement, which was related to a potential sale of Alieria. (Exs. A & B.) Thus, the MOU discussed in the correspondence between the parties was not referring to the MOU related to the parties’ Agreement. It related to a procedure for the potential sale of Alieria in the future.



24. In Exhibit A, Tyler responded to my proposal of an MOU regarding a sale of Alera that Unity was not interested in discussing a potential sale, among other reasons due to the complications of it being a 501(c)(3) organization. *See Exhibit A.* He also stated that he wanted to give the current Agreement between the parties a chance to work and, therefore, expressed his view that the parties should not enter into a Value Asset agreement concerning sale at that time. (Ex. A.)

25. I responded by stating that “I think what we have is fantastic, you know that. Just did not understand as it came as a bit of a surprise.” (Ex. A.) Exhibit A makes it clear that I was agreeing with Tyler that I thought the parties’ relationship at that time was fantastic, and I was surprised at his reversal from his position at the AHS Board meeting on Saturday, where Tyler had seemed open to discuss the sale of Alera. (Ex. A.)

26. Exhibit B attached hereto starts with the same email on May 8, 2017 at 8:32 AM and also involves Tyler and differing recipients from those in Exhibit A. But, similar to Exhibit A, Tyler responds to my question regarding the MOU concerning a potential sale of Alera that Unity “likes the arrangement as it currently stands, and we are not willing to renegotiate it at this time.” Renegotiation referred to the MOU with regard to the potential sale of Alera, not renegotiation of the parties’ Agreement, as Defendants misrepresent in their Memorandum. (*See Exhibit B.*)

27. In response, I state: “My board will want to move back to marketing as we did AleraCare if there is not protection on the other side. Simply can’t build value for another company and spend millions to do it. We will adjust accordingly.” (Ex. B.) By this, I was referring to the fact that Alera was not willing to fully integrate the Unity component in Alera’s product offerings, if Unity would then refuse to agree to a potential sale of Alera in around 36 months.



Indeed, Alera could not sell if it continued to offer a Unity component, but Unity refused to agree to a sale. (See Ex. B.)

28. This became a non-issue, however, because Alera decided not to sell the company.

29. The “email” attached as Exhibit 7 to Defendants’ Memorandum is not a complete document. It misrepresents the complete correspondence of the parties. The complete correspondence, which is not altered, is attached hereto as Exhibits A and B.

30. Defendants’ Memorandum further completely misconstrues my statements and the context of my discussions with Tyler.

31. Alera has always managed, designed and controlled all of its members, not Unity. The status quo is not what Defendants represent in their Memorandum. The status quo, since August of 2018, is Alera’s business moving forward without Unity and, instead, moving forward with Trinity Healthshare.¹ This is due to Defendants’ notice of termination letter dated August 10, 2018, which terminated the parties’ relationship.

32. Alera developed all plans and programs for the HCSM component of Alera products. Neither Unity nor AHS had any plans or concepts of HCSM plans when Alera approached AHS. Therefore, the parties’ agreements provide that Alera retains all plan designs, technology, and concepts for Alera plans – because Alera developed them.

33. Alera administered all Unity funds. I, personally, did not.

34. Until the time that Unity took approximately \$4.8 million from Unity accounts – \$3 million of which was member money to pay member claims and the remainder of which was to pay obligations pursuant to third-party contracts – Unity had one (1) employee. It did not have

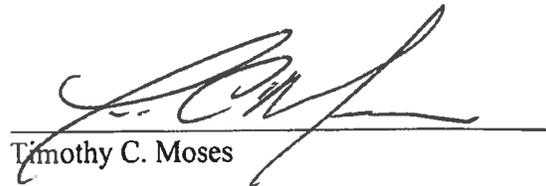
¹ Contrary to Defendants’ Memorandum, Trinity is similar to AHS, in that it has been providing member sharing in health costs since well before 1998. Additionally, Trinity is approved by the IRS as a 501(c)(3) non-profit organization.



the technological platform to operate. Alera, on the other hand, has the required platform for State regulator compliance, Member Services, Claims adjudication of TPA (third-party administrator) services, and the like.

35. Additionally, Alera was forced to expend its funds to cover the \$4.8 million that Defendants wrongfully appropriated. Defendants refused to return the money, and Alera does not know what Defendants have done with millions of dollars of the members' money.

FURTHER AFFIANT SAYETH NAUGHT.


Timothy C. Moses

Sworn to and subscribed before me
this 23 day of December, 2018.


Notary Public

My Commission Expires: 5-15-20



EXHIBIT A

TDI 005531



Tim Moses

From: Tyler Hochstetler <hochstetlerlaw@gmail.com>
Sent: Monday, May 8, 2017 5:05 PM
To: Tim Moses
Cc: Moseley, Jennifer; Anabaptist Healthshare
Subject: Re: Conference call

Thanks Tim. Have a good evening.

On Mon, May 8, 2017 at 4:44 PM, Tim Moses <tmoses@alierahealthcare.com> wrote:

Ok. I did not mean for you to have to feel needing a defensible position. I think what we have is fantastic, you know that. Just did not understand as it came as a bit of a surprise.

From: Tyler Hochstetler [mailto:hochstetlerlaw@gmail.com]
Sent: Monday, May 8, 2017 4:35 PM
To: Tim Moses <tmoses@alierahealthcare.com>
Cc: Moseley, Jennifer <jmoseley@burr.com>; Anabaptist Healthshare <anabaptisthealthshare@gmail.com>
Subject: Re: Conference call

Hi Tim,

Part of our reasoning is that we really want to give the current agreement a chance to work, and we still feel like we are in the infancy stages of the agreement. However, we are open to more discussions in the future.

In discussing further here, we want to ensure that Alera receives sufficient funds to market, develop, and administer Unity. We want to ensure that you have what you need to operate. Under the current arrangement of \$25 PEPM + first 2 months of membership, we are not assuming that this is sufficient for Alera to develop and operate Unity. If it is not sufficient, please bring another proposal to the board for us to consider. We want to be fair to you.

We also need to discuss 501(c)(3) flow of funds. It is important to remember that any funds generated by the sale of Unity/HCSM products are Unity funds. Unity's board then contracts with Alera to provide agreed-upon services. Any funds Alera generates for Alera DPCMH products are, of course, Alera funds. The line is a bit blurry right now between what are Alera funds and what are Unity funds.

Because of my background in Nonprofit law, it is important to me that IRS regulations are followed with regard to the flow of funds. I am particularly hawkish on this issue because I helped spearhead the defense of a multi-million dollar



Nonprofit organization from an IRS audit in 2015, and I have worked with dozens of 501(c)(3) organizations. Unity, like all other HCSCMs, is a 501(c)(3) organization which is subject to IRS scrutiny and annual CPA audits.

The IRS does not look fondly at profitable arrangements between 501(c)(3) Nonprofit organizations and for-profit organizations owned by board members, but they are more likely to allow such arrangements if they are (1) approved by independent Board members, and (2) made at fair market value. If Unity funds are not held by Unity, an audit by the CPA doing the 990, or an audit by an IRS agent, might result in catastrophe. The story of one of the very first non-Anabaptist HCSCMs named "Christian Brotherhood" became a catastrophe. Christian Brotherhood was founded in 1982 by Bruce Hawthorn. Funds from Christian Brotherhood's claims fund were appropriated for private profit. The Ohio Attorney General's office got involved, the IRS investigated, and Bruce Hawthorn went to prison. Someone I know personally was involved and investigated as part of that debacle. Christian Brotherhood is also one reason that Christian Healthcare Ministries (CHM) is so cranky. CHM is the 2.0 version of Christian Brotherhood. So the rules with regard to 501(c)(3) funding appropriations are quite sensitive. We should discuss as a board how we can ensure that we are fully compliant.

I would welcome Jennifer's input on any of this as well.

I think we have great potential here to combine my Nonprofit knowledge with your For-profit knowledge and make something special. We want to ensure that Alera has what it needs to be fairly compensated for the tremendous work you have done.

Regarding the sale of Unity, a 501(c)(3) is not "owned," therefore, it cannot be "sold" in the same manner as a for-profit entity like Alera. Proceeds from the sale of Unity would probably actually need to be disbursed for 501(c)(3) charitable purposes. I had not explained or processed that concept in our earlier discussions. Alera is fully salable because it is a for-profit company, but selling an HCSCM is more difficult because of its Nonprofit structure. Therefore, it is probably more profitable for everyone to just keep operating Alera and Unity like we are now.

Keep us informed of Alera's financial needs.

Thank you again,

Tyler W. Hochstetler, Esq.



On Mon, May 8, 2017 at 11:41 AM, Tim Moses <tmoses@alierahealthcare.com> wrote:

Tyler

Can I ask you why such a big reversal from the Board meeting on Item #2?

From: Tyler Hochstetler [mailto:hochstetlerlaw@gmail.com]

Sent: Monday, May 8, 2017 10:59 AM

To: Moseley, Jennifer <jmoseley@burr.com>

Cc: Tim Moses <tmoses@alierahealthcare.com>; Oliver Holmes <oholmes@cricpa.com>

Subject: Re: Conference call

Hi Tim,

1. Regarding Form 990, my primary concern is that the CPA firm can accomplish the 990 filing by May 15. This will require them to coordinate with Dad and Ivan Beachy (our in-house accountant) to obtain all AHS books from 2016, in addition to the subsidiary details from Unity. If a seven day turnaround is not feasible, they need to file for an extension.

2. Regarding the MOU: We like the arrangement as it currently stands, and we are not willing to renegotiate it at this time. As I believe we have demonstrated over the past six months, we are appreciative of what you have done for us. Right now, we want to give the February agreement a chance. This is a mutually beneficial arrangement. We bring an HCSM to the table (which cannot simply be started by whomever because of the 1999 requirement), and you bring business savvy and expertise. Let's let the agreement run its course for a year and see where we stand by then.

We are appreciative of the value you have built into the company, and thank you for a good meeting on Saturday.

On Mon, May 8, 2017 at 9:30 AM, Moseley, Jennifer <jmoseley@burr.com> wrote:

I'm generally available today and tomorrow so far.



Jennifer M. Moseley • Partner



Sulte 1100 • 171 17th Street, NW • Atlanta, Georgia 30363
direct 404-685-4322 • fax 404-214-7389 • main 205-251-3000
jmoseley@burr.com • www.burr.com

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On May 8, 2017, at 8:32 AM, Tim Moses <tmoses@alierahealthcare.com> wrote:

We need to see if we can get together a conference call for two things.

1. Discussion between Anabaptist/Unity and Alera (CRI) to file 990 and any other requirements.
2. Call between Jennifer, Tim, Tyler, and G.Michael on the MOU for the Value Asset agreement as discussed in Saturdays Board meeting.

Tim Moses

Executive Director

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Alera HealthCare, Inc.

844.834.3456 Toll Free

404.618.0602 Corporate

214.250.2286 Direct

Corporate:

5901-B Peachtree Dunwoody Road

Suite 200

Atlanta, GA 30328

tmoses@alierahealthcare.com

www.alierahealthcare.com



Our Subsidiary

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www.HealthPassUSA.com

tmoses@healthpassusa.com

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EXHIBIT B

TDI 005537



G. Michael Smith

From: Tim Moses
Sent: Monday, May 8, 2017 11:28 AM
To: Tyler Hochstetler
Cc: Alex Cardona; G. Michael Smith
Subject: RE: Conference call

Understand on point 1 but we will have to regroup on point 2. My board will want to move back to marketing as we did AlleraCare if there is not protection on the other side. Simply can't build value for another company and spends millions to do it. We will adjust accordingly.

Tim

From: Tyler Hochstetler [mailto:hochstetlerlaw@gmail.com]
Sent: Monday, May 8, 2017 10:59 AM
To: Moseley, Jennifer <jmoseley@burr.com>
Cc: Tim Moses <tmoses@allerahealthcare.com>; Oliver Holmes <oholmes@cricpa.com>
Subject: Re: Conference call

Hi Tim,

1. Regarding Form 990, my primary concern is that the CPA firm can accomplish the 990 filing by May 15. This will require them to coordinate with Dad and Ivan Beachy (our in-house accountant) to obtain all AHS books from 2016, in addition to the subsidiary details from Unity. If a seven day turnaround is not feasible, they need to file for an extension.

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We are appreciative of the value you have built into the company, and thank you for a good meeting on Saturday.

On Mon, May 8, 2017 at 9:30 AM, Moseley, Jennifer <jmoseley@burr.com> wrote:

I'm generally available today and tomorrow so far.

BURR ∴
FORMAN LLP

Jennifer M. Moseley • *Partner*

Suite 1100 • 171 17th Street, NW • Atlanta, Georgia 30363
direct 404-685-4322 • fax 404-214-7389 • main 205-251-3000



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On May 8, 2017, at 8:32 AM, Tim Moses <tmoses@alierahealthcare.com> wrote:

We need to see if we can get together a conference call for two things.

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2. Call between Jennifer, Tim, Tyler, and G.Michael on the MOU for the Value Asset agreement as discussed in Saturdays Board meeting.

Tim Moses

Executive Director

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Alera HealthCare, Inc.

844.834.3456 Toll Free

404.618.0602 Corporate

214.250.2286 Direct

Corporate:

5901-B Peachtree Dunwoody Road

Suite 200

Atlanta, GA 30328

tmoses@alierahealthcare.com

www.alierahealthcare.com

Our Subsidiary



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www.HealthPassUSA.com

tmoses@healthpassusa.com

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APPEARANCES OF COUNSEL

On behalf of the Plaintiffs:

RONAN P. DOHERTY, Esquire
ROBERT L. ASHE, III, Esquire
KAMAL GHALI, Esquire
Bondurant Mixson & Elmore, LLP
One Atlantic Center
1201 West Peachtree Street, N.W.
Suite 3900
Atlanta, GA 3039

ELIZABETH B. SHIRLEY, Esquire
JACOB A. BURCHFIELD, Esquire
Burr Foreman, LLP
420 North Twentieth Street
Suite 3400
Birmingham, AL 35203

On behalf of the Defendants:

KYLE G. A. WALLACE, Esquire
GAVIN REINKE, Esquire
ANDREW BROWN, Esquire
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309

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1 MS. SHIRLEY: Okay. Thank you. The plaintiff calls
2 Chase Moses to the stand.

3 (The witness is sworn in.)

4 DEPUTY MURPHY: Yes, sir, if you will, have a seat.
5 Get as close to the mic as you can. For the purposes of
6 the Court's record, please state and spell your name.

7 THE WITNESS: My name is Chase Moses. First name
8 C-H-A-S-E. Last name M-O-S-E-S. And can everyone hear me
9 okay at from this tone?

10 Whereupon,

11 CHASE MOSES,
12 having been duly sworn, testified under oath as follows:

13 DIRECT EXAMINATION

14 BY MS. SHIRLEY:

15 Q Mr. Moses, do you work at Alieria?

16 A Yes, ma'am, I do.

17 Q What is your position there?

18 A My title with Alieria is executive vice president for
19 Alieria Healthcare.

20 Q And are you also the son of Tim Moses and Shelley
21 Steele, the CEO of Alieria?

22 A From 9 to 6, they're colleagues. From after six and
23 on weekends, yes, they are mother and father.

24 Q Okay. When did you start working at Alieria?

25 A Officially in January of 2016. I had a few

1 discussions with Shelley prior to 2015 but I had my own
2 business at that that point, so.

3 Q So January 2016 is before the parties here today
4 entered into their business relationship; is that right?

5 A Yes, ma'am. That's correct.

6 MS. SHIRLEY: And Your Honor, I'm just going to do
7 some leading with regard to undisputed matters, just to
8 try to speed it up.

9 THE COURT: All right.

10 MS. SHIRLEY: But I won't on substantive issues to
11 the best of my ability.

12 BY MS. SHIRLEY: (resuming)

13 Q Now, what is your brief educational background and
14 experience?

15 A Educational background is that I did graduate from
16 Auburn University. Major in marketing with a minor in
17 entrepreneurship. As I was finishing up college, I was
18 actually a foreman for a fairly large construction company
19 managing three crews, doing Alabama Powell Project. After
20 that, general manager for a wellness and natural foods company,
21 followed by opening up my own small business with a partner.
22 We ended up licensing out the products to a large distributor
23 on a royalty basis. I then started another small business and
24 that's actually right after that, is when I became involved
25 with Alieria in January of 2016.

1 Q And when you started with Alieria, did you start out
2 as the executive vice president or did you have to work your
3 way there?

4 A No, I had to work my way up. My first day, actually,
5 I had about 2,500 to 4,000 pages with materials sat in front of
6 me and said, learn. You come from a -- a different industry,
7 they -- they were connected to a degree but time to hit the
8 books again.

9 Q And what are your job duties right now and at the
10 time in question in this lawsuit?

11 A So at the time in question, I was vice president of
12 broker development. My duties essentially consisted as they do
13 now, just on a smaller magnitude. I was responsible for a very
14 large relationship management with different distribution
15 channels, different sales channels. I also oversaw our billing
16 operation as well as other administrative operational tasks at
17 Alieria. And the main thing that I did was help design, manage,
18 and implement all healthcare programs for Alieria.

19 That's actually still my main task now in my current role.
20 Now, I do oversee all day-to-day operations, I've scaled back
21 on the sales side of the business. But ultimately, it's still
22 in management and implementation of the healthcare programs
23 overall for all of Alieria.

24 Q And could you describe to this Court generally what
25 Alieria's business is? What is its business model?

1 A Well, careful the salesman will come out. But
2 essentially, innovative healthcare. We created innovative
3 healthcare solutions to two markets. We always have, even
4 prior to the question and the reason we're here today. We were
5 originally in the employer group market plans that you're used
6 to getting through your employer, that you're used to seeing by
7 Blue Cross Blue Shield, United. But with an innovative
8 variation on it. The concept was to bring additional services,
9 like the concierge service and other -- additional other
10 factors in building additional components to a product that
11 already exists to create a simpler version of healthcare, which
12 is almost an oxymoron. The thing is, healthcare is very
13 difficult, but.

14 Q And this is all before the relationship with Unity
15 AHS?

16 A Correct. We also had individual programs we had
17 before AHS. We were a multimillion-dollar company and we were
18 actually on our first evolutionary uprising within the
19 industry. Specifically within the employer market but again,
20 we had created some individual plans at that time as well.
21 That we eventually actually converted over our own business
22 into the current offerings.

23 Q So this is all before the relationship with AHS and
24 Unity?

25 A Correct. Go ahead.

1 Q Okay. So my understanding is Alieria has its own
2 business and then it offers various components of healthcare;
3 is that accurate? Is that what you're describing?

4 A That is accurate. At the core, Alieria always has a
5 main component or components of its own plan but then it will
6 go out into the market and find other vendors or begin creating
7 itself additional components to, again, create a combination of
8 things that best fits with the market needs, what's best fit
9 for the consumer market as a whole, and trying, again, to
10 create simple, affordable options for the market with a
11 multitude of choices.

12 Q So what's Alieria's ultimate goal in creating these
13 additional components to offer to members? What's the goal
14 here? Is it to increase profit, is it to increase members,
15 what's the deal?

16 A No. The ultimate goal is to increase membership and
17 make an impact on the industry. Part of our vision and culture
18 is to leave a mark on the industry and a positive change. The
19 industry as a whole hasn't changed a whole lot. And that's one
20 thing that we wanted to set out. We wanted to be an
21 Amazon -- mini Amazon, or a mini Amazon of sorts in this
22 industry to say, you know, we maybe made people think
23 differently. Maybe there's a better way to do things.

24 Q So if you would share with the Court some Alieria
25 components that are separate from the Unity HCSM?

1 A Okay. Doctors' visits, urgent care visits, labs and
2 diagnostics, X-rays, telemedicine, prescription program,
3 pharmacy benefit management. It depends on which side of the
4 business you're also talking about. It's a multitude of
5 components.

6 Q And at some point, Alieria decided it would be a good
7 idea to add an HCSM component as an option?

8 A Correct. Again, we were already picking up speed in
9 the group market. Individual market, we already had a presence
10 but we wanted to better that. And so actually we had a
11 conversation and we -- Alex, Tim, and I -- saying, you know,
12 what's the next step in the innovative -- innovative cycle of
13 what we want to do in the individual market.

14 Q And by Alex you mean Alex Cardona? You had a
15 conversation with him about the plan for Alieria?

16 A Correct. You know, he -- he was the senior vice
17 president of national sales at the time.

18 Q And this was before the relationship with AHS?

19 A Correct.

20 Q Now, with regard to the other vendors or the other
21 components that you just testified to, did -- did you ever have
22 changes in those relationships so that you moved from one
23 company offering telemedicine to another company offering
24 telemedicine?

25 A Very frequently. Not month-to-month but year-to-

1 year. Always at renewal on January 1 because, according to the
2 commissioners, the regulators, that gives people adequate time
3 to make a decision during open enrollment to decide what's best
4 for them. They can get on an exchange plan. It's really the
5 main time of the year that they have the opportunity to
6 get -- want something different and make their own choice.

7 This year, for example, something completely unrelated.
8 We moved from an outside telemedicine vendor to our own
9 telemedicine vendor. We sent out a notice to membership
10 letting them know we would be changing -- terminating their old
11 plan for the current telemedicine that they were on, moving
12 them to the new one for 2019, January 1. That vendor now
13 actually will be in my office next month to discuss how they
14 can get our business back in 2020.

15 Q So let me ask you --

16 A We've done the same thing with prescription programs.

17 Q And I'm sorry to --

18 A No.

19 Q -- interrupt. Let me ask you. When you -- when
20 Alieria has changed out vendors in the past, with regard to
21 other components offered to members, did those vendors attempt
22 to take Alieria's membership list?

23 A No, ma'am.

24 Q Did -- did they attempt to claim ownership of
25 Alieria's members?

1 A No, ma'am. It's a business relationship. They came
2 back to the table again, in my office next month, to discuss
3 how they want our business back.

4 Q Okay. So there's been a lot of discussion that you
5 haven't heard on Tuesday about who owns members. Can you
6 explain to the Court the way the process works for signing up
7 members?

8 A Yes. So Alieria, first and foremost, created Praise
9 On marketing programs to the public, whether it be through
10 advertising you see on Facebook, television, radio, the list
11 goes on. At that point, a member can do one of two options.
12 They can sign themselves up by doing their own education
13 through an Alieria website.

14 Q And yet -- so the member signs up through the Alieria
15 website; is that correct?

16 A Correct. And the Alieria administrative system.

17 Q And then how does the Unity component come in? Or
18 any other component? Telemedicine, prescription. How does
19 that work?

20 A It's embedded in the program. It's part of the
21 Alieria program. The other ways to enroll would be through a
22 broker. Brokers are one of our biggest assets. We've grown at
23 this -- to this point, of 13,000 independent brokers and agents
24 in this country. At the time, when we first began with
25 bringing Unity to embed them into the program, I believe it was

1 3,000 or 4,000 agents. So it's substantially grown since then.
2 These brokers are independent. They also represent other
3 carriers in the market and they --

4 THE COURT: I think you're going beyond the scope
5 of her question. We heard a lot that apparently you
6 didn't --

7 THE WITNESS: Okay.

8 THE COURT: -- on Tuesday and if you would just
9 listen to her question and answer only that, I think
10 we can get through this more quickly.

11 THE WITNESS: Yes, ma'am.

12 THE COURT: Thank you.

13 BY MS. SHIRLEY: (resuming)

14 Q So when you said that Alieria has various brokers --

15 A Yes.

16 Q -- that it uses to sign up members. can Alieria
17 dictate to the brokers what they offer to the brokers'
18 customers?

19 A No.

20 Q Can Alieria dictate to the members what the members
21 sign up for?

22 A No, ma'am.

23 Q Now, how many employees does Alieria have that assist
24 with regard to members -- signing up members, servicing
25 members, administering members' matters?

1 A We currently have 405 full-time employees, not
2 including contract labor and consultants, which would push that
3 number towards 500.

4 Q Is Alieria a national program?

5 A Yes. Alieria has always been a national program.

6 Q Even before it entered into a relationship with AHS?

7 A Yes, it was a nationwide program then.

8 Q Now, you were affiliated with Alieria when the
9 relationship with AHS was created between Alieria and AHS;
10 correct?

11 A Correct.

12 Q Okay. What is your understanding, based on your
13 employment and role at Alieria, of what the agreement was
14 between AHS and Alieria?

15 A My understanding is that it was an Alieria program.
16 They were Alieria members. Alieria was to control the entire
17 process as it started creating the programs, owning website,
18 creating material for all websites, implementing and
19 administrating all plans. It was an Alieria member first and
20 foremost.

21 And which would make sense based on contracts. And the
22 reason that Unity was created. It was a disregarded pass-
23 through entity, for the protection of the original entity, AHS,
24 which is -- would make sense. Because before Alieria, there
25 were no Unity members.

1 Q And when Alieria is entering into the agreement -- and
2 I'm talking about the MoUs that started in late 2016 and the
3 February 1, 27 [sic] agreement -- what was your understanding
4 of the AHS membership at that time?

5 A So the -- at the time that Alex and Tim originally
6 approached Tyler and Eldon, the Hochstetlers, the only
7 membership that they had was with Anabaptist Healthshare. At
8 roughly a couple hundred, I believe, Mennonites in Virginia.
9 That was what they were worried about protecting. Therefore,
10 the creation of Unity via pass-through entity that was
11 disregarded, so that the original entity, AHS, could stay
12 intact, and Unity would be the program to implement into the
13 Alieria programs.

14 Q Now did -- did Alex Cardona relay to you his
15 understanding of the relationship that was being formed between
16 AHS and Alieria?

17 A He did.

18 Q What did he say?

19 A Well, this wasn't the first program that we
20 approached about doing this.

21 Q Okay.

22 A With Alex, he originally approached a different
23 program but in the same thing. We actually designed programs
24 around it. That relationship didn't work out. We then went to
25 Alex and then went to AHS about the same programs, actually the

1 programs that originally were designed for a different vendor.
2 And the understanding was simply they want to keep their
3 original AHS membership roster and in return, for us
4 controlling the healthcare plan as a whole, administering it,
5 creating plans, administering plans, Tyler would receive \$2.50
6 and his father, Eldon, would receive \$2.50 per member.

7 Q And would AHS receive anything?

8 A AHS, at that point, did not receive anything. I know
9 at another point, they received a \$2.50 administration fee.
10 The also did receive \$25 for charitable contributions of every
11 single sale.

12 MS. SHIRLEY: Could I -- could you pull up, I
13 believe it's Joint Exhibit 4?

14 And Your Honor, I think we have something good, which
15 is a joint binder of the exhibits that were originally
16 agreed to be admitted. The ones that were admitted on
17 Tuesday and then the ones that we plan to admit today.

18 THE COURT: All right.

19 MS. SHIRLEY: Yes. Do you mind if I approach?

20 THE COURT: Yes.

21 MS. SHIRLEY: Thank you.

22 THE COURT: And you -- you all are responsible,
23 all of you, for making sure your exhibits are admitted.

24 MS. SHIRLEY: Yes, Your Honor.

25 THE COURT: On the record.

1 MS. SHIRLEY: Yes. Thank you.

2 MR. WALLACE: Your Honor, I -- I haven't seen the
3 binder and I have no objection but what -- I guess for
4 housekeeping purposes, at the end of the day, we can
5 figure out whether there's any in here that were not
6 actually admitted and just pull them out. Because it
7 sounds like there are some admitted and some non-admitted
8 in this binder I'm just seeing.

9 MS. SHIRLEY That may be.

10 THE COURT: That's sort of what I meant.

11 MR. WALLACE: Okay. Perfect. Thank you.

12 BY MS. SHIRLEY: (resuming)

13 Q Mr. Moses, I'd like to draw your --

14 THE COURT: Does he have the binder, or?

15 MS. SHIRLEY: Oh.

16 THE COURT: He doesn't need it?

17 MS. SHIRLEY: I'll go ahead and get that to him.

18 Thank you. He'll probably need that unless he's got
19 really good eyesight.

20 THE WITNESS: Thank you.

21 BY MS. SHIRLEY: (resuming)

22 Q Okay. I'd like to draw your attention to paragraph
23 1.3 and ask about what Alier's understanding of this provision
24 was based on the language. So it states --

25 THE COURT: Which exhibit are you talking about?

1 MS. SHIRLEY: The Joint Exhibit 4. 4.

2 BY MS. SHIRLEY: (resuming)

3 Q During the term of this agreement, Alieria shall
4 remain the sole and exclusive authorized noninsurance
5 healthcare company allowed to market and sell healthcare
6 products to Alieria and Unity Healthshare members.

7 So what does that provision mean to you, Mr. Moses?

8 A Well, it's an Alieria member first with sub membership
9 into Unity.

10 Q And is that the way that a member would sign up? For
11 example, on a website through a broker -- broker, signing up
12 with Alieria and then choosing whichever component he or she
13 wanted after that? Or in conjunction with that?

14 A Correct. So it would be an Alieria broker signing up
15 an Alieria member through an Alieria administrative system, an
16 Alieria claims processing system, with the member having the
17 ultimate choice of picking whatever program they want.

18 Q So there's no such thing as a Unity member who is not
19 also an Alieria member; is that correct?

20 A Correct.

21 Q Okay. Next sentence.

22 Alieria will retain all right, title, and interest,
23 including all intellectual property rights, in and to the
24 Alieria products.

25 I'm not going to go through the rest of the sentence quite

1 yet. So what is -- because there are two different notions.
2 What is your understanding of that provision regarding Alieria
3 and intellectual property rights?

4 A Well, anything that we create, maintain, and
5 administrate is controlled by Alieria.

6 Q Now, there's been some talk, and you didn't hear it,
7 about the Unity website and Alieria allegedly holding it hostage
8 or something along those lines. Do you know who created the
9 Unity website and who owns the rights to it?

10 A Alieria created, owns, and owns the IP to the Unity
11 website. Created all the copy, content, and materials for it.

12 Q Did AHS create anything with regard to Unity?

13 A No, they did not.

14 Q So with the -- with regard to the second part of that
15 sentence in 1.3, the second sentence.

16 And AHS is and shall remain the sole and exclusive owner
17 or authorized licensor of and will retain all right, title, and
18 interest, including all intellectual property rights, in and to
19 the membership roster except for the specific licenses granted
20 in Section 1.2.

21 So what does that provision mean pursuant to Alieria and
22 during the timeframe that they are entering into this agreement
23 with AHS?

24 A Again, at that timeframe, Unity did not exist. The
25 contract was in protection of AHS, so the protection of the

1 membership roster was the couple hundred original Mennonite
2 members in AHS, which had no relation on the disregarded pass-
3 through entity, Unity, to be created for the programs which had
4 zero members.

5 Q So that's what was remaining with AHS --

6 A Correct.

7 Q -- and that's what AHS was retaining, the Mennonites
8 that they had at that time?

9 A Correct.

10 Q Okay. And then since we're on the agreement and the
11 discussion of membership, I will turn your attention to page 5,
12 paragraph 7F. And this states:

13 Eldon Hochstetler and Tyler Hochstetler will each receive
14 2.50 per enrolled member in Unity Healthshare per month for so
15 long as Unity Healthshare is operating and regardless of how
16 many members enroll in Unity Healthshare. This is a profit
17 sharing arrangement with Alieria. This fee, \$5.00 total per
18 member per month, shall be paid by Alieria monthly to Eldon and
19 Tyler Hochstetler based on the total enrolled membership in the
20 Unity Healthshare.

21 Did Tyler and Eldon regularly receive these payments
22 pursuant to paragraph 7F?

23 A They received them on time, every single time. Every
24 two weeks.

25 Q And what else did they receive? Did they receive

1 access to the Unity membership listing?

2 A Yes, they received a listing every time that they got
3 paid to match up the payments to the members that come into the
4 plan. That showed the member, the broker that sold the member
5 the product, and the product amount.

6 Q So they got that every time? Every month they
7 received that listing of Unity enrolled Alieria members; is that
8 right?

9 A Yes, ma'am.

10 Q Okay. And then the next sentence in 7F says:

11 Eldon Hochstetler and Tyler Hochstetler shall have access
12 to the Unity Healthshare membership -- or member database at
13 all times.

14 What is your understanding of that sentence in the context
15 of these payments going to Eldon and Tyler?

16 A Again, that's the -- what you just discussed, which
17 is every time they got paid, they were sent a roster of the
18 Alieria program Alieria Unity members so they could match up
19 their \$2.50 each to the member along with the dollar amount so
20 they made sure they got paid appropriately.

21 Q Pursuant to Alieria's view, did this mean that Eldon
22 and Tyler were entitled to examine all of the books and records
23 of Alieria?

24 A No, ma'am, that wouldn't make any sense for a
25 business practice.

1 Q Okay. Now, is Shelley Steele, who's here in this
2 courtroom, is she -- what is her role in Alieria? What is her
3 title?

4 THE COURT: I'm sorry. Who's?

5 MS. SHIRLEY: Shelley Steele. She's right back
6 there.

7 BY MS. SHIRLEY: (resuming)

8 Q What is her role at Alieria?

9 A Shelley Steele is CEO and president of Alieria
10 Healthcare.

11 Q And is she -- I mean, does she make the final
12 decisions at Alieria?

13 A Yes, ma'am. CEOs traditionally have one of two
14 avenues. They either oversee sales to a degree or they're in
15 the finance sector. Shelley has always had her strength and
16 oversight in finances. She's always controlled all finances
17 for Alieria, made sure that we are a strong, sound company in
18 the investments, budgets. Anything to do with monetary means
19 of Alieria goes through Shelley.

20 Q Do you report to Shelley?

21 A I do.

22 Q And to your understanding, do your co-Alieria
23 employees report to Shelley?

24 A All of them report to Shelley and the -- the ball
25 stops with Shelley.

1 Q Okay. And we've been talking about members. Could
2 you tell the Court why you believe that the membership that
3 we're talking about in this hearing are Alieria members?
4 What -- first and foremost, what's your understanding?

5 A Again, first and foremost, the programs would not
6 exist without Alieria. Alieria designed all programs, it comes
7 through an Alieria broker, an Alieria administrative system. The
8 entire process, 100 percent, is managed and implemented by
9 Alieria Healthcare and Alieria Healthcare employees.

10 Q Were you involved after parties entered the February
11 1, 27 [sic] relationship in managing or administering the Unity
12 HCSM component?

13 A Yes, ma'am. That -- that was one of my main focuses,
14 again, was the plan management and plan implementation within
15 all of the administrative and plan systems.

16 Q So would be it be fair to say you're intimately
17 familiar with how that program works?

18 A Very intimately.

19 Q Now, were you present at a July 16, 2018 meeting
20 between the parties and counsel?

21 A Yes, ma'am.

22 Q Okay. And I won't get into the details there but at
23 the time, were you a Unity board member?

24 A Yes.

25 Q Or an AHS board member?

1 A Yes, ma'am. I was a board member.

2 Q So once this meeting concluded, what happened?

3 A As soon as the conclusion of this meeting occurred, I
4 was handed a piece of paper as I was exiting to have an
5 impromptu board meeting, of which I was immediately kicked off
6 of the board. As well as Tyler thanked Alex Cardona for being
7 CEO of Unity because of his vast insight and knowledge into
8 Alier's inner workings that would better grow Unity as a
9 standalone.

10 Q So was AHS -- and Unity didn't exist -- was AHS a
11 competitor of Alier at the time the parties entered into their
12 business relationship?

13 A No, ma'am, they were not.

14 Q Did they become a competitor of Alier?

15 A As of that moment, it -- it seemed very clear that
16 they were maybe trying to become a competitor. Yes.

17 Q And then after that, we've heard testimony that there
18 was a demand from Unity for \$5 million to be paid from Alier.
19 Is -- do you have -- I mean, is that your understanding?

20 A That's correct.

21 Q And Alier didn't pay that, did it?

22 A No, it did not.

23 Q Okay. So the parties' dispute kept going and then
24 there was a mediation on August 10, 2018.

25 A Correct.

1 Q Did you attend that mediation?

2 A Yes, ma'am.

3 Q Prior to this mediation, that did not result in a
4 settlement obviously, did AHS or Unity ever demand that Alieria
5 transfer the Alieria Unity members to Unity?

6 A No. It was always a -- either a demand for money
7 since July, since that board meeting I was kicked off on, and
8 the dispute. It was always about money.

9 Q Could you pull up Joint Exhibit 14, which is the
10 August 10, 2018 letter?

11 So, Mr. Moses, if you will look in your binder at Exhibit
12 14, Joint Exhibit 14.

13 A Okay.

14 Q Now, after the mediation did not result in
15 settlement, did you, on behalf of Alieria, receive this August
16 10, 2018 letter, same date, from Unity's counsel?

17 A Yes.

18 Q And what did you do as soon as you received it?

19 A As soon as we received it, we took immediate action
20 to cease all sales, any program containing a Unity component.

21 Q And that is in fact what it says. Immediately cease.
22 And I'm talking about first page, point A.

23 Immediately cease sales of any product that includes a
24 Unity Healthshare caring component which we understood would at
25 least include the Care Plus, Alieria Care Value --

1 THE COURT: I'd -- I'd just assume you didn't
2 read --

3 MS. SHIRLEY: Thank you.

4 THE COURT: -- from the exhibit.

5 MS. SHIRLEY: I'm glad. Okay.

6 THE COURT: It speaks for itself.

7 MS. SHIRLEY: Okay.

8 THE COURT: Thank you.

9 MS. SHIRLEY: I -- I apologize.

10 BY MS. SHIRLEY: (resuming)

11 Q So Alieria complied and terminated the Unity --

12 A No.

13 Q -- sales; is that right?

14 A From a sales perspective, yes. We immediately ceased
15 all new sales --

16 Q Okay.

17 A -- as outlined in the termination provision.

18 Q And then paragraph B says to terminate all current
19 plans of members that include a Unity Healthcare sharing
20 product. Did Alieria terminate Unity Healthshare Caring -- or
21 Unity Healthcare sharing components as demanded in paragraph B?

22 A Yes, that was the plan to terminate as of December
23 31.

24 Q Well, terminate the -- did it terminate the Unity
25 HCSMs or did it terminate new sales?

1 A No, terminate new sales.

2 Q Okay.

3 A You can't just pick up and terminate membership in
4 the -- the middle of a year.

5 Q And it demanded that be done by August 14 or August
6 31. What would have been the effect on members if Alieria would
7 have terminated the HCSM component through Unity?

8 A Membership would have been in chaos. They accumulate
9 all year long medical expenses. Around the start of Q4,
10 quarter 4, is usually when everyone's hit their deductible.
11 They then want to, I'll say, have surgical expenses that would
12 not be available. They would not have adequate or any sort of
13 healthcare coverage from -- they would -- they wouldn't be able
14 to sign up at that time either. Open enrollment had not yet
15 started so they could not find another plan. The only plans
16 available at the time would be another type program, similar to
17 our own or a short term medical, which has pre-existing clauses
18 in it so they probably wouldn't be getting care that way
19 either. It would restrict them from joining.

20 Q Okay. So I'm going to kind of separate that out. As
21 of August 31, I believe your testimony was many of the members
22 would have met their, basically, a deductible.

23 A Correct.

24 Q I think it's called an MSRA in -- in the non-
25 insurance field. But they would have met their deductible and

1 then if they were terminated, they'd have to meet that all over
2 again with another company; is that right?

3 A They --

4 Q Is that what you're saying?

5 A -- they would have to meet that all over again, start
6 from scratch but they would only have the timeframe of August
7 until December to meet it because it resets in the industry in
8 January.

9 Q Might they be subject to penalties for having pre-
10 existing conditions?

11 A Correct. Because other programs available at that
12 time have those provisions and the ACA exchange was not open
13 yet for open enrollment.

14 Q Now, you mentioned that it was annual or there was
15 some reference to the time period of the plan. How -- what is
16 the membership cycle for members? Is it annual, is it month-
17 to-month?

18 A So a member can join at any time but as far as how
19 the plan functions, it's on an annual basis. Again, the same
20 way that it works throughout the industry with the ACA,
21 everything tracks through on annual basis throughout the year.
22 What you use by January -- well, December 31, you get. What
23 you use after that, it resets the clock essentially.

24 Q So the plan is for a year. January 1, your MSRA or
25 deductible resets; is that right?

1 A Correct.

2 Q Now does -- does the plan run calendar year or does
3 it run from whenever the member signed up?

4 A No, the plan runs calendar year in the claims system.

5 Q Okay.

6 A Remember, the beauty of the plan is it is not a
7 contract. It's the ultimate member choice so they can sign up
8 whenever they choose though.

9 Q But it's administered on a year-to-year basis. Is
10 that what you're saying?

11 A Correct.

12 Q Now, this August 10 letter, Joint Exhibit 14, does it
13 say anything about transferring over the members from Alieria to
14 Unity?

15 A No, ma'am. It made it very clear that we were to
16 terminate all of the members.

17 Q And if Alieria would have transferred those members,
18 how many employees, based on the volume of Alieria Unity members
19 at that time, how many employees would have been needed to
20 administer the -- to those members adequately?

21 A You'd need at least 75 customer service reps alone,
22 an additional 20 claims staff, five -- five training staff. I
23 mean, honestly, it would probably be 250 or more employees
24 full-time.

25 Q Based on the number of members that you had at that

1 time?

2 A Correct. Not including additional vendor
3 administrative contracts set up to take over some workload.

4 Q Okay. So five to ten employees wouldn't do it; is
5 that correct?

6 A That is an absolute impossibility.

7 Q Now, I believe you testified that Alieria continued to
8 administer plans and I'm going to go to -- I hate to do this,
9 but back to Joint Exhibit 4, paragraph 3.1. And that is on
10 page 3.

11 A Okay.

12 Q So the last sentence says:

13 Upon termination any existing member plans will remain
14 active until the member's renewal date.

15 That's what I want to draw your attention to. What does
16 that mean to you in the agreement? If there's a termination of
17 the agreement, what happens?

18 A So it's a -- it's a very common termination clause
19 put in any contract in this industry. The reason being it's
20 for the protection of the member. The biggest thing any
21 regulator or attorney general is concerned with is not to
22 disrupt the member, especially during the middle of the year.
23 So it's a very common clause in a termination agreement to have
24 it in the renewal, which, again, in this industry would be
25 January 1.

1 Q So when this August 10 letter came out to Alera,
2 what did Alera do in addition to what we've talked about?
3 What did it have to do from a business perspective to protect
4 itself and the members?

5 A All right. So from a business perspective, there
6 were two things that were going on simultaneously. One is we
7 had to effectively replace a component in the plan, just like
8 we would any other vendor. We had previously been looking at a
9 Jewish healthcare sharing ministry, as well as other additional
10 healthcare sharing ministries. That obviously accelerated the
11 timeline. And we input a new HCSM component in for new sales,
12 which took approximately three months to fully complete. To
13 initially set up an administrative system to sell, it took
14 roughly a couple of weeks. That's a little bit quicker but in
15 the back end, from a claims bill perspective, building all new
16 plans, setting up all new contracts, with every network, every
17 vendor, re-contracting the brokers, or amending the contract
18 with brokers, it was reconstructing a process.

19 While at the same time, based on the termination
20 letter -- letter sent by Unity, we were deconstructing their
21 programs as they outlined, and planning for the termination of
22 those members to provide them a new plan of sales in '19.

23 Q If you could pull up Joint Exhibit 14 again, because
24 I think that's what Mr. Moses is referring to. That's the
25 August 10 termination letter.

1 And so, at the bottom of the page, the very last
2 paragraph, right there. Are you with us, Mr. Moses?

3 A I am.

4 Q Okay. That sentence. Is that what you're referring
5 to? That Alieria has no authority to represent or claim to
6 represent Unity or AHS with regard to any vendor or third-
7 party? Is that what you're referring to with regard to you had
8 to terminate the relationships with Unity and third-party
9 vendors?

10 A Correct. Because Alieria set up and administered
11 everything on -- on behalf of Unity for their portion. And
12 based on the clause in the termination agreement, we had to
13 terminate all of those agreements or amend them.

14 Q Per the termination letter?

15 A Correct.

16 Q Okay. So what else did Alieria do other than
17 deconstructing the Unity plan pursuant to the demands of Unity?
18 What else did it do to move forward with its business?

19 A Well, it implemented a new HCSM component for new
20 plans and again, for membership for the renewals in '19. That
21 process --

22 Q What -- what was that plan?

23 A The plan to renew?

24 A No. The new HCSM that it was implementing.

25 A That was Trinity Healthshare.

1 Q Okay.

2 THE COURT: I'm sorry. I didn't?

3 A Trinity Healthshare.

4 BY MS. SHIRLEY: (resuming)

5 Q And how long did it take to create all the vendor
6 contracts, to get everything transferred over, all of that
7 stuff, with regard to Trinity?

8 A It took roughly three months. It took until December
9 1 completely, from a back-office operational standpoint to
10 complete everything.

11 Between contracts, amendments, claim bills, designing an
12 all new set of products, even though they're the same products,
13 finding a way manually, essentially, to have all their
14 historical data, migrate their data from one plan to another.
15 That's a fairly simple task when you're talking about one
16 person. When you're talking about a bunch of policies, it
17 becomes a little bit more cumbersome.

18 Q Okay. So did it take about three or four months to
19 complete that process with regard to Trinity in creating an
20 HCSM component as an offering --

21 A In --

22 Q -- for Trinity?

23 A -- in totality, you can phase it. But yes, it took
24 until December 1 to complete 100 percent.

25 MS. SHIRLEY: Your Honor, Mr. Moses submitted an

1 affidavit in conjunction with our TRO filings and, well,
2 the opposition. And we have marked it as Plaintiff's
3 Exhibit 89 and he goes through many, many steps of
4 implementing Trinity. Do -- would you like for me to go
5 through those or just have the Court consider the steps
6 that he went through in implementing Trinity?

7 THE COURT: Well, the affidavit is part of the
8 record.

9 MS. SHIRLEY: Okay. Okay. That's what we will do
10 then. I will do it this way.

11 BY MS. SHIRLEY: (resuming)

12 Q Mr. Moses, did you testify in your affidavit dated
13 December 23, 2018, as to the steps that Alieria had to go
14 through to implement the Trinity HCSM component?

15 A Yes, ma'am.

16 Q Is there such a thing as transferring members from
17 Unity to Trinity from a member perspective?

18 A No. It's a termination of a singular plan into a new
19 plan for 2019. There's no such thing as a transfer. Just a
20 termination to new plan.

21 Q But with regard to Alieria's internal systems and its
22 operations, there was to be some transition into -- from Unity
23 HCSM component to Trinity HCSM component as of January 1; is
24 that right?

25 A Referring to claims and administrative system

1 transition and the tracking of membership, yes.

2 Q Okay.

3 A Again, from one old plan to a new plan. Only the
4 administrative systems.

5 Q And pursuant to this Court's December 28 TRO, did
6 Alieria, in fact, stop that transition as of January 1?

7 A Yes, it did.

8 Q Okay. Now, could you pull up Joint Exhibit 9?

9 And Mr. Moses, go to Joint Exhibit 9. And this is a
10 November 15, 2018 member notice that Alieria sent to its
11 members. Are you familiar with this, Mr. Moses?

12 A I am. I designed it.

13 Q And the document informs members generally that they
14 are going to be allowed coverage under a Trinity HCSM and that
15 nothing will change from their perspective. Is that your
16 understanding?

17 A Yes. This is, again, like, is a common thing that we
18 do anytime we remove one component, put another component in.
19 Or create a new program for 2019 that may be completely
20 separate, is to send notification to member to let them know
21 that their information stays the same but we -- we moved them
22 now into a new plan and their old plan will be terminated.

23 Q Okay.

24 A This is important from a regulatory and compliance
25 perspective because again, attorney generals, Department of

1 Insurance commissioners, their biggest concern is never
2 disrupting a member in any way, shape, or form.

3 Q And the representations in the notice, are they
4 accurate?

5 A Yes, they are accurate from a member perspective,
6 from --

7 Q But we know that you did a lot of work, which is in
8 your affidavit. You've said, somewhat to the Court, to
9 transition or to terminate with Unity and establish a Trinity
10 network. Is the difference that now their HCSM is a Trinity
11 network no longer a Unity network? Is that the difference?

12 A Yes. Correct.

13 Q Okay.

14 A It's -- the deconstruction of Unity, again, was
15 amended contracts and terminated contracts. A new contract was
16 set up on -- with Alieria Trinity for Alieria membership. The
17 way that that functions is there is a unique identifier number
18 in the claim system based on contract and network you're with.
19 And the common thing that happens in the industry is when
20 someone moves to a new plan, if a provider submits under their
21 previous identifier number, from their previous contract, that
22 claim will be denied.

23 Q Now, the Joint Exhibit 9 in the November 15 email
24 does not mention Unity. Why does it not mention Unity?

25 A Because that was outlined in the termination notice

1 by Unity to not mention Unity's name.

2 Q Okay.

3 A Even though they -- they didn't follow that rule but
4 that's okay.

5 Q Now, did Alieria send out new materials with regard to
6 Trinity, to its members concerning this Trinity offering?

7 A It -- it did. We began the creation of new materials
8 for members in October, as well as training staff in October on
9 the new program. The new program we designed, again, was the
10 same but we still had to educate and train 400 FTEs. The
11 fulfillments for creating new membership cards, ad campaigns,
12 IDs, was roughly 150,000 in fixed costs alone, just for that
13 recreation. And that was completed and sent out by December 1.

14 Q December 1 of 2018?

15 A Correct.

16 Q Now, the November 15 email notice allows the Alieria
17 members to opt out if they do not want to have coverage with
18 Trinity HCSM as of January 1.

19 A Correct.

20 Q Why did Alieria choose an opt out as opposed to an opt
21 in for members?

22 A An -- an opt out is industry common practice. And
23 again, insurance commissioners, Department of Insurance,
24 attorney generals, they're concerned with member disruption.
25 So an opt in process is much more disruptive to a member. The

1 reasoning and logic behind it is members and -- and people as a
2 whole don't check their email. So if I have to opt in and
3 actually do a call to action, then most of those people
4 wouldn't have healthcare but then they think that they do.

5 Q If you were like me, you'd hit delete and then
6 January 1, I'd be without coverage?

7 A Delete or it gets mixed in with 8,000 other emails.
8 So just like common movement between one association health
9 plan to a new association health plan with other carriers, an
10 opt out process provides the least disruption to a member,
11 while still giving them informed consent to decide I don't want
12 this anymore.

13 Q Okay. Now, would Alieria have sent out the November
14 15 email if Unity had not terminated the relationship and it
15 wouldn't have fallen apart?

16 A No, we would not.

17 Q So how many members opted out and decided not to
18 remain Alieria members based on this November 15 email?

19 A Because of the opt out message that we sent to
20 members, at the time of my affidavit, I believe I said it was
21 800, which it was. Currently, we said well over 1,000 that
22 have opted out as of January first or second. That's the last
23 time that it was monitored. And that's roughly \$5 million
24 worth of revenue.

25 Q Now, this TRO, in part, involves whether Alieria could

1 continue to administer the Unity HCSM. Describe to the Court
2 why that is possible or not possible as of right now.

3 A It -- it's -- it's an impossibility on -- on really
4 two standpoints.

5 One, from an operational perspective, is that I had to
6 affirmatively create a workaround that is very manual and very
7 much so based on human error and -- and a human being, and not
8 a computer, creating a process which is again, there's now two
9 identifier numbers based on two contracts that I have to
10 monitor in a claim system. A claim system only can register
11 one number, it's reading one number from a provider submitting.
12 So the entire previous number, the system can't do it. A human
13 has to pull it out of the list and then all of those claims
14 have to be manually adjudicated at that point.

15 Q If you wouldn't have done that -- I'll call it a
16 workaround -- would we have experienced Unity HCSM Alieria
17 members not having their claims paid? If you would not have
18 done affirmative action to manually help them out?

19 A That's correct. Those claims would have come in and
20 the system would have automatically denied them and there would
21 be no way to know why, unless, again, you know you're looking
22 for that second identifier number.

23 The workaround has succeeded to where claims are being
24 processed but based on the volume, it would take substantial
25 manpower additionally and additional hires to manage that

1 process. That is not sustainable and -- and eventually it
2 just -- it will completely fail.

3 We also have a multi-million-dollar investment project
4 into a custom claim system for faster claims processing, as
5 well as a bunch of things that don't matter to this Court. But
6 it's -- currently people are scratching their heads on figuring
7 out how to transition this process that currently has had to be
8 implemented, the workaround, into a new age system without it
9 being a manual, labor some issue that eventually will fail.

10 Q And if it does fail, because it's based on a manual
11 workaround, does Alieria get in trouble with regulators? Or is
12 there any sort of other repercussion?

13 A Alieria is the one that gets in trouble with
14 regulators.

15 Q Uh-huh (affirmative).

16 A DOI and attorney generals would send letters to
17 Alieria, which Alieria represents and Alieria deals with as Alieria
18 always has. And truthfully, we -- we can't -- we're also in
19 noncompliance from a compliance perspective with DOI based on
20 the Share Box. Share Box is a technology the tracks member
21 paying to another member, as outlined in HCSMs that you have to
22 do in a bunch of states. It can only track one HCSM at this
23 time and it would have to be a significant amount of monetary
24 funds to re-create that system to track a terminated agreement
25 that will stay terminated. And it would potentially get us in

1 a big compliance and regulation issue as well.

2 Q And if there is a -- a fail in this manual workaround
3 you created, then the members would be -- the members are
4 harmed; is that right?

5 A Ultimately the members' claims just would be paid
6 incorrectly or not paid. Providers would be upset because of
7 not getting paid on time, not paid correctly, or not paid at
8 all. It's the complete deconstruction of the process. Most
9 people think that healthcare as a whole is one big company
10 working together. It's really not. It's kind of like a
11 divorced parents with kids. They might not like each other but
12 they have to work with each other.

13 Q So is it my understanding this is a temporary
14 solution that you actually created in response to having to
15 maintain the Unity HCSM?

16 A That's correct.

17 Q And what would happen if it were continued long-term
18 without re-creating the underlying network for Unity, which was
19 deconstructed?

20 A It could not continue long-term. It would, again,
21 the same points I just made.

22 Q Okay.

23 A As well as having a competitor directly in our
24 business. We're essentially giving them the -- the keys to the
25 castle, showing them how everything works. And one of the

1 biggest things in this industry is relationships with brokers
2 and other vendors.

3 Q Now, let me -- let me stop you there. So you
4 testified earlier that when Alieria and AHS entered into the
5 relationship that's at issue, Unity was not a competitor. In
6 fact, it didn't exist; Alieria helped create it, or did create
7 it substantively. Is Unity, which changed its name to Kingdom,
8 which is apparently now partnered with another entity -- and
9 we'll get into that in a second -- is it now a competitor in
10 the marketplace with Alieria?

11 A Yes, it is a direct competitor.

12 Q All right. And what makes you know that?

13 A Well, first, they changed name. Secondly, they have
14 member recordings directly after that termination agreement of
15 Unity representatives calling them and mentioning a lawsuit and
16 legal issues and trying to steal -- essentially steal business
17 through very poor business practice.

18 They have partnered with companies that are very similar
19 to ourselves in order to, again, create confusion in the
20 marketplace.

21 They have taken roughly 11 or 12 current or former Alieria
22 employees, who have given their insider knowledge of inner
23 workings of Alieria to better function and create a Kingdom
24 Healthshare.

25 Q Or that's your belief; right? That would be your --

1 A That's my belief.

2 W -- your belief; right?

3 A Correct. That's my belief.

4 Q And so what does Kingdom -- Kingdom offering look
5 like? I mean, what -- do they do a similar business model as
6 Alieria's now?

7 A Kingdom is almost an exact replication of Alieria's
8 product line in the marketplace today.

9 Q And are you aware of any partnership that was in
10 December of 2018 with regard to Agentra Healthcare Solutions?
11 Is that -- are you familiar with that?

12 A I'm familiar with it through public venues; yes.

13 Q Okay. And so Kingdom is now partnered with Agentra?

14 A Correct. Kingdom also attacked distribution members
15 of Alieria's as well. So it -- one of its first acts was to go
16 after Alieria's largest distribution. Again, through, I'm
17 assuming, employee knowledge that directly worked on those
18 accounts, which had roughly 2,000 agents nationwide and
19 ultimately led to the cease of their production for Alieria in
20 2018 and about \$30 million worth of lost revenue.

21 Q To Alieria?

22 A Correct.

23 Q Okay. So you're testifying as to the facts that
24 Alieria knows with regard to lost brokers, lost business, lost
25 members, and you are basically rationalizing that the employees

1 that you -- now work for Kingdom --

2 MR. BROWN: Your Honor, Ms. Shirley is testifying.

3 These are leading questions.

4 MS. SHIRLEY: Okay.

5 THE COURT: I'll sustain the objection.

6 MS. SHIRLEY: That's fine. That's fine.

7 BY MS. SHIRLEY: (resuming)

8 Q But you do have direct -- do you have direct
9 knowledge of the testimony you've just provided with regard to
10 lost members, lost brokers, lost relationships?

11 A Yes. We have multiple recordings, as well as
12 interactions with distribution members who have said they've
13 had conversations with our competitor, Kingdom. We've tried to
14 convert over broker distribution channels, membership, and some
15 actually successfully.

16 Q You had mentioned that they -- that Unity Kingdom now
17 employs a number of Alera employees, some key. Do you -- do
18 you have any examples?

19 A Three are -- are differently key. Alex Cardona
20 obviously is a big one, being the senior vice president of
21 national sales formerly for Alera. And -- and being with
22 Alera for a significant amount of time, knowing how it
23 functions and works.

24 An additional one would be Jeremy Hulkenberg, who used to
25 work very closely with that large distribution member that I

1 spoke with. He also had access and training on the claims
2 matrix, which is essentially a computer readout of how a claim
3 system reads the plans and therefore can essentially redesign
4 them into a new system. And he's their lead plan designer,
5 I -- I believe, from what I've seen through LinkedIn and other
6 means.

7 And then Victor Mensavage, who was a longtime regional
8 sales representative for Alieria, is now a vice president of
9 sales for them, who has gone after a lot of the distribution
10 that existed underneath him when he was with Alieria. That
11 distribution immediately called us and said that it was very
12 threatening. Essentially if you don't work with me, I'll go
13 directly to your downline agents and get the business that way.

14 Q And there are a number of other employees, correct,
15 that have gone from Alieria to Unity/Kingdom?

16 A I believe a total of 12 or 13; correct.

17 Q Okay. Well, whatever the number is, it will be in
18 the record. It -- one last point regarding this competition.

19 When did Alieria find out that Unity was actively competing
20 against it? Was it in August, September, October, December?

21 A Truthfully, it was first initiated in July, prior to
22 termination.

23 Q Okay.

24 A With the comments from Tyler Hochstetler to Alex in
25 that meeting.

1 Q That's what made you suspicious?

2 A It made me suspicious.

3 Q Okay.

4 A But it was immediately after termination when they
5 became a competitor. The name changed and again, contact with
6 broker distribution members, potential members, and -- and poor
7 business practices make it very, very apparent they were
8 competitors immediately. They did not care about membership.
9 They -- they cared about running a competitive business and
10 creating their own membership.

11 Q Okay. So some of that started in August of 2018?

12 A Correct.

13 Q Where they were going after Alieria's business?

14 A Correct.

15 Q Now, you had mentioned in your testimony that Alieria
16 would be harmed by having what's now a competitor essentially
17 come into Alieria's system such that Alieria would be forced to
18 administer a Unity HCSM. And this is separate from, it's
19 probably going to fall apart soon, but what -- what's the
20 effect of Alieria having to build the business -- or if
21 it --essentially building the business of Kingdom now?

22 A It's -- it's diminishing and -- and crushing, to use
23 adjectives.

24 THE COURT: I'm -- I'm not hearing you. Can you
25 sit as close to the microphone?

1 THE WITNESS: Yes.

2 THE COURT: Thank you. That's better.

3 A So it -- it -- it would be crushing. And -- and
4 truthfully, it would be building up a competitor's business for
5 a terminated contract that does not exist. It would
6 detrimentally affect all of Alieria's other business. The
7 reason being, this entire industry is based on relationships.
8 One of our biggest assets is our distribution, all of our
9 brokers and agents who have trusted us. We've changed their
10 contracts and this would pretty much wipe that out. Sales
11 would definitely decrease drastically. Other components that
12 we've included in our other plans would be affected by it.

13 And based on any other issues that Kingdom has with its
14 own name, that also creates negative value on Alieria's brand
15 that we've worked very hard to build and spent millions of
16 dollars in marketing to build that brand and brand awareness.

17 Q So if Alieria is still associated with Unity, and
18 Unity is now Kingdom, then Alieria's business is basically
19 promoting what is now a competitor. Is that what you're
20 saying?

21 A You would be not only promoting a competitor and
22 building their business, but slowly destructing our own by
23 having them embedded in our programs.

24 Q Now, before Unity became a competitor and changed its
25 name to Kingdom and then partnered with another company, what

1 was the company that had interactions with the members and
2 developed relationships with members?

3 A Alieria.

4 Q So when members had a question about coverage, had,
5 you know, a question about what they purchased, who would they
6 call?

7 A They would call Alieria's member services team and
8 concierge team.

9 Q Not Unity?

10 A No.

11 Q Okay.

12 A Well, Unity did not have any employees until Alex
13 Cardona.

14 Q And the broker relationships. Who on behalf of
15 either Alieria, or was it Unity, established those broker
16 relationships and the trust there?

17 A That would be Alieria. Alieria had, again, thousands
18 of relationships already created prior to AHS Unity. And
19 continued that to, again, 13,000 independent brokers and agents
20 today. They -- every relationship is 100 percent held with
21 Alieria.

22 Q And are those relationships valuable to Alieria?

23 A They are one of the most valuable assets that any
24 company essentially can have.

25 Q But you -- I -- if I'm hearing you right, Unity

1 didn't have any of those connections, so it didn't have those
2 invaluable relationships. It was just money; is that right?

3 A That's correct.

4 Q Okay.

5 MS. SHIRLEY: Will you pull up for me Plaintiff's
6 Exhibit 68?

7 THE COURT: Plaintiff's Exhibit or Joint?

8 MS. SHIRLEY: Plaintiff's Exhibit 68, Your Honor.
9 This is finally a new one.

10 THE COURT: It's not in the binder.

11 MS. SHIRLEY: It should be at the back of the
12 binder, in the exhibits that we propose to admit.

13 THE COURT: I'm sorry.

14 MS. SHIRLEY: No, I'm sorry. It's -- it's very
15 confusing because the way we've done it. So I apologize.

16 THE COURT: What is the number?

17 MS. SHIRLEY: 68.

18 BY MS. SHIRLEY: (resuming)

19 Q Mr. Moses, are you familiar with Plaintiff's Exhibit
20 68?

21 A I am.

22 Q Okay. And -- and what is it?

23 A It is the notification to go out to membership based
24 on the TRO.

25 Q So Alieria sent out this notice to members?

1 A That's correct.

2 Q Pursuant to the Court's TRO?

3 A That's correct.

4 Q Okay.

5 MS. SHIRLEY: Your Honor, Plaintiff would move to
6 admit Plaintiff's Exhibit 68.

7 THE COURT: Any objection?

8 MR. BROWN: No, Your Honor.

9 THE COURT: It will be admitted.

10 (Whereupon, Plaintiff's Exhibit 68 was tendered and
11 admitted into evidence.)

12 BY MS. SHIRLEY: (resuming)

13 Q Now, how many -- let's -- let's do this. What's the
14 difference between a plan and a member?

15 A Well, a plan is a policy sold. A member could
16 be -- there could be a family, and that's four to five members.
17 So you could have -- essentially the average plan to member
18 ratio is one plan equates to about 2.3 members per plan.

19 Q Okay.

20 A So if you have 100,000 members, that doesn't mean
21 it's 100,000 plans. It could be 40,000, 30,000.

22 Q So I -- I wanted to get that out for my question,
23 which is: how many plans did Alera send this notice out to
24 that is Plaintiff's 68, based on the Court's order?

25 A We sent that notice out to just over 30,000 total

1 policyholders.

2 Q Plans?

3 A Plans.

4 Q Okay.

5 A Which again, if you want to get an estimate on
6 members, you just multiply by 2.3.

7 Q And did you lose any plans and members as a result of
8 this notice?

9 A Yes. In essentially the week after, in a week's
10 timeframe, we lost 506 members as a result --

11 Q Members? Okay.

12 A No. Excuse me. 506 plans --

13 Q Okay.

14 A -- which equates to about \$2.3 million worth of
15 revenue.

16 Q Annualized?

17 A Annualized; correct.

18 Q And is it unusual to lose members in January of the
19 year, being the beginning of a plan year?

20 A No. It's normal to have normal attrition but 506 a
21 week would lead to not having any members anymore.

22 Q Right. So based on the average that's much higher
23 than average?

24 A It is significantly higher than average; yes.

25 Q And based on the year-long plan, what is the time

1 when there is usually the most turnaround? Losses, gained
2 policies?

3 A The biggest timeframe is during open enrollment.
4 Again, right before that renewal period where people can choose
5 to get on their employer's plans, they change. That's when
6 they make decisions. But our attrition rate overall as a
7 company is only 14 percent. So if you do that by month, you're
8 only looking at maybe 50, 50 plans a week that actually
9 attrition normally.

10 Q Okay. I think I'm almost done. I think that's it,
11 Mr. Moses. Thank you.

12 A Thank you.

13 THE COURT: You may cross-examine.

14 MR. BROWN: Andrew Brown on behalf of defendant-
15 counterclaimant AHS Unity.

16 CROSS-EXAMINATION

17 BY MR. BROWN:

18 Q Good morning, Mr. Moses.

19 A Good morning.

20 Q So you're currently the executive vice president of
21 Alieria; correct?

22 A Correct.

23 Q And as part of that role, you oversee communications
24 with members?

25 A That's correct.

1 Q Okay. And you've held this role since January 2018;
2 is that correct?

3 A Correct.

4 Q Before then, you were the vice president of broker
5 relations, I believe?

6 A Vice president of broker development.

7 Q Broker development?

8 A Yes.

9 Q And you testified in your direct about the meaning of
10 certain terms in the February 2017 agreement; correct?

11 A Correct.

12 Q But you weren't at the meeting between Tyler
13 Hochstetler, Eldon Hochstetler, your father, and Alex Cardona,
14 were you?

15 A I -- no. I had conversations with Alex and Tim
16 beforehand and post-meeting.

17 Q But you were not in that meeting?

18 A That's correct.

19 Q And did you direct the pitch that they were to give
20 to AHS?

21 A I did not direct the pitch. It was, again, a group
22 meeting conversation with Alex, Tim, and myself about what the
23 intent of that meeting was to be. As we've had similar intent
24 of meeting beforehand with a previous component HCSM.

25 Q But you didn't participate in the negotiation of that

1 agreement?

2 A No. No, sir. I did not.

3 Q And you didn't participate in the drafting of the
4 agreement, did you?

5 A No, sir.

6 Q Okay. And you weren't on the board at that time,
7 were you?

8 A No, sir. I did not become on the board until, I
9 believe, it was February or March of 2018.

10 Q In -- in fact, you -- you didn't direct your father's
11 actions on the board, did you?

12 A No, I don't direct anyone's actions.

13 Q Okay. So -- and you didn't meet Tyler or Eldon
14 Hochstetler until 2018; correct?

15 A That's incorrect. I met them in 2017 on a visit to
16 the office.

17 Q But 2017 was the first time you met them?

18 A That's correct.

19 Q You didn't meet them during the negotiation or
20 drafting of the agreement?

21 A That's correct.

22 Q So you -- you testified on direct that -- that Unity
23 just simply terminated this agreement on August 10; is that
24 correct?

25 A Yes, sir.

1 Q Are you aware of any of Unity's efforts to regain
2 control of the plan assets, the member roster, and member
3 payments before that letter?

4 A No, I'm not aware.

5 Q You're not aware of a July 25 letter from Gammon &
6 Grange law firm to Jennifer Moseley from Unity demanding that
7 Alieria turn over the participants, the participants' funds, and
8 direct all further payments to Unity Healthshare at 5051
9 Peachtree Corners Circle, Suite 200, Norcross, Georgia?

10 A So that is prior to termination; correct?

11 Q It is.

12 A So, again, with the contractual agreement and what
13 had operated as status quo and to that point, we kept with
14 status quo, which was administering the entire healthcare plan
15 as historically been done because Unity had never had any
16 employees to administer that and it would be an absolute
17 impossibility. And I also recall from that letter, the main
18 demand was for money.

19 Q Well, the main demand also before that from several
20 other letters was for the membership contact information; was
21 it not?

22 A It was for the -- yes. Contact information was
23 requested.

24 Q And Alieria never gave the members that contact
25 information, did it?

1 A Alieria provided exactly what was agreed upon in the
2 contract, which was a listing of all membership under an Alieria
3 Unity plan, to match up to the \$2.50 profit sharing arrangement
4 for Eldon and Tyler Hochstetler.

5 Q I understand that that is your reading of the
6 contract. The simple question is, you did not give Unity the
7 members' contact information; correct?

8 A We gave them everything that was required under the
9 contract.

10 Q Okay. But not the contact -- not any of the members'
11 contact information nor control of the Unity funds; correct?

12 A We gave them everything that they were due under
13 the -- the contract.

14 Q I understand that is your position, Mr. Moses. Okay.
15 So to this November 15 notice. Please turn to tab 9 of your
16 binder.

17 You state that this communication didn't provide notice to
18 members or mention Unity in any way because it terminated their
19 Unity plans? Or their Unity plans were to terminate?

20 A Correct.

21 Q But this -- the notice doesn't mention termination,
22 does it?

23 A No. As requested, Unity requested the termination
24 notice not to use their name. So it's common practice to move
25 to a new health plan --

1 Q Well, in that termination notice -- excuse me. I'll
2 let you finish.

3 A No. Go ahead.

4 Q Well, in that termination notice didn't Unity -- and
5 this -- this is the August 10 letter -- didn't Unity say or at
6 least ask Alieria to get Unity's consent before using its name?

7 A Correct. We did not use its name.

8 Q Okay. But that's not a prohibition on using its
9 name. That's simply asking Alieria not to send communications
10 on behalf of Unity without Unity's consent; correct?

11 A Correct. But again, it's a terminated agreement and
12 there was no communication from Unity to use its name in any
13 form or fashion. It directly says not to.

14 Q But Alieria didn't ask Unity whether it could use its
15 name to inform these members that the agreement had terminated,
16 did it?

17 A No. Again, as outlined and read in -- in that
18 termination letter, the reading of it was to not use the name.
19 Therefore, it was not used.

20 Q Okay. So this -- the letter says nothing changes on
21 your plan except for the HCSM name; correct?

22 A Correct.

23 Q And it also notifies members that they will be in
24 transition to this Trinity HCSM starting January 1, 2019?

25 A Yes, that they'll be on a new plan in 2019.

1 Q It doesn't mention that Trinity was created in 2018,
2 does it?

3 A It does not mention that but Anabaptist was also
4 created in 2015 and Unity was created out of Anabaptist in
5 2016.

6 Q Okay.

7 A So.

8 Q Well, Trinity's CEO is William Rip Theede, III; is
9 that correct?

10 A He is the chairman; correct.

11 Q Correct? Did you know Mr. Theede before he became
12 Trinity's CEO?

13 A I did. Just like I knew Alex before he became
14 Unity's CEO.

15 Q Mr. Theede was an Alieria employee; correct?

16 A So was Alex Cardona. But yes.

17 Q And he was a salesman?

18 A So was Alex Cardona. But yes, Rip was as well.

19 Q Well, Mr. Theede is a close family friend; correct?

20 A He is a friend and associate, just like a lot of
21 people that I've been close with for a while; yes.

22 Q Did he officiate your wedding?

23 A He did. He's an officiant, an ordained minister.

24 Q Okay. So Trinity was formed on June 27, 2018;
25 correct?

1 A Correct.

2 Q And in your -- in your briefing, you suggest that
3 Trinity existed before December 1999?

4 A Well, in the same way that Anabaptist did from the
5 Anabaptist faith. The Baptist faith has lived through
6 centuries and centuries dating back to the same John Smyth as
7 is in Anabaptist. Again, your official corporate formations
8 are different than how long the churches practice.

9 Q Sure. Sure. But was Trinity actually operating an
10 HCSM before December of 1999?

11 A It's based on the faith, it's not based on a specific
12 church, if you look at the rules and laws of HCSMs.

13 Q So it was not collecting member funds and sharing
14 those funds; correct?

15 A The Baptist faith was collecting members' funds --

16 Q But not --

17 A Just like Anabaptist faith was collecting it at that
18 time.

19 Q But when you guys met Anabaptist, they were
20 collecting member contributions and -- and sharing them to
21 cover healthcare costs; correct?

22 A Incorporated in 2015 and then Unity in 2016.

23 Q But they been doing that since before December 31,
24 1999; correct?

25 MS. SHIRLEY: Your Honor, objection.

1 A No.

2 MS. SHIRLEY: We're kind of going off onto a
3 completely separate area about Trinity's pre-existing
4 affiliations and I haven't said anything but just -- just
5 to note, this was not something that was covered in
6 direct. And it's going pretty far down the line.

7 MR. BROWN: I can move on, Your Honor.

8 THE COURT: All right.

9 BY MR. BROWN: (resuming)

10 Q Does Trinity own Trinity's HCSM plans?

11 A Trinity owns its 501(c)(3) nonprofit organization.
12 Contractually, the agreement between Alieria and Trinity is the
13 same way it was between Alieria and Unity. It's an Alieria
14 membership, it's administered -- the entire health management
15 process of the plan is administered by Alieria, and the
16 agreement states that the 501(c)(3) is the focus on its
17 expertise. Which is the compliance of the 501(c)(3) nonprofit,
18 which is registered with the government, as well as the
19 charitable contributions that are created out of every sale of
20 every plan.

21 Q Okay. So Alieria is not a 501(c)(3), is it?

22 A It is not; no.

23 Q And these states require HCSMs to be 501(c)(3)s;
24 correct?

25 A They require the organization to be a 501(c)(3);

1 correct. But there is no law against the administration of a
2 501(c)(3) by a for-profit. Actually, there's multiple that do
3 it and function that way.

4 Q Okay. But these -- these members can't be members of
5 the for-profit?

6 A Yes, they can.

7 Q To be members? Okay. I -- I understand that's your
8 position. Let's go back to the November 15 notice and make
9 this go a little quicker.

10 The -- the notice says in bold, italic font, no action
11 needed; correct?

12 A Correct.

13 Q At the -- and that's at the top of the notice?

14 A That's correct.

15 Q Nothing else in that notice is in bold font?

16 A Correct.

17 Q And so, the notice requires members to click a link
18 in the email to prevent a switch of their plans to Trinity;
19 correct?

20 A Yes, sir. That's correct.

21 Q And after members clicked on that link, they filled
22 out an electronic form and Alieria's member relations department
23 cancelled that member's plan?

24 A Correct. Over 1,000 members; yes.

25 Q Okay. And at no point in that process did Alieria

1 inform members that Unity still existed and offered plans as
2 Kingdom?

3 A They were a competitor at that point. It's not my
4 obligation to terminate their contract.

5 Q So the choice members had was really between
6 transitioning their plan to Trinity or cancelling their plans?

7 A Just like any other member of Alieria; correct.

8 Q Okay. You -- you testified that approximately 800
9 members cancelled their plans?

10 A At the time of my affidavit, it was 800.

11 Q Okay.

12 A It's well over 1,000 at this point; yes.

13 Q And you've said that member share contributions are
14 members' money; correct?

15 A A portion of that is set aside for claims and the
16 administration of them is absolutely, 100 percent members'
17 money that cannot be touched, frozen, held, or taken by Alieria,
18 Trinity, Unity. It doesn't matter. It is members' money. But
19 it's not the entire premium, for lack of better term, that's
20 submitted by a member.

21 Q But when they leave the plan, they forfeit these
22 contributions; correct?

23 A No. So again, it's based on a contractual
24 arrangement so that you have a normal business arrangement.
25 YNC is paid what it's supposed to be paid; the other entity is

1 paid its overhead or whatever it's supposed to be paid. But
2 the members' money itself proclaims payment. That follows the
3 member.

4 Q Okay. But I -- I guess the simple question is, when
5 these 800 members opted out and cancelled, they didn't get any
6 money back, did they?

7 A No, they did not get any money back.

8 Q So despite the fact this notice says no action needed
9 in bold, italic font, members actually had to take some action
10 to prevent the transition of this plan to Trinity; correct?

11 A Well, that's taken out of context. No action needed
12 if you want to stay with your current health plan and your
13 current health administrator. Just like any other plan out
14 there in this industry market. But you can take action if you
15 don't want the plan. And again, over 1,000 have canceled
16 because of this direct letter.

17 Q Sure. And it's -- but it's your testimony that Unity
18 is a different HCSM from Trinity; correct?

19 A Correct.

20 Q So -- so really, that -- that's not the same as
21 saying nothing changed. Your HCSM is changing; correct?

22 A No. So again, you're confusing a back-in operation
23 to the benefits of the plan. A consumer only knows Alieria for
24 the most part. They call Alieria's line, they get service plan
25 Alieria employee, they have Alieria benefits. The benefits,

1 which again, is the main thing from a compliance and regulation
2 standpoint, that matter to not disrupt a member, those all were
3 staying the same. Which is what that's referencing.

4 Q Okay. So you -- you were aware then -- which -- you
5 testified that Unity was merely a vendor for Alieria; correct?

6 A Correct.

7 Q And -- and you're responsible for communications with
8 members; correct?

9 A Correct.

10 Q Are you aware then, in response to a Better Business
11 Bureau complaint about Alieria, that Alieria represented that
12 Alieria acts as a third-party -- or, excuse me. Acts as an
13 administrator for Unity Healthshare?

14 A For Unity's component of the plan -- of a
15 multicomponent plan, Alieria did administrate and control the
16 healthcare process for Unity because they had no employees;
17 correct.

18 Q So -- so your answer is you're aware that -- that
19 Alieria was representing to members that it was merely
20 administering the Unity plans?

21 A No. Again, you're taking my comment out of context.
22 We were acknowledging that we're administer -- administration
23 for that component of the plan.

24 Q Okay. We'll move on. So you've testified that in
25 preparation for the Trinity transition, you had a new Trinity

1 website created; correct?

2 A Correct.

3 Q You've also testified that Alieria created this Unity
4 website; correct?

5 A Correct.

6 Q And are you aware that the Unity Healthshare website
7 currently redirects to Trinity Healthshare?

8 A Again, I -- I own and I, meaning Alieria, owns the IP,
9 owns the website, and owns the website name URI. What we do
10 with that is our business. Unity's name, it's my
11 understanding, is now Kingdom.

12 Q Are you aware though that the UnityHealthshare.org
13 website redirects to TrinityHealthshare.org?

14 A Again, I own the website. Alieria owns the IP and the
15 information and the content created around it. What we do with
16 that is -- is our business because our competitor is Kingdom.

17 Q Well, Alieria was paid under the contract by Unity \$25
18 per member per month as an administration fee; correct?

19 A For the Unity component of the plan because there
20 were no member -- no employees; correct.

21 Q Okay. As well as the first and second months'
22 payment?

23 A Of the Unity portion; correct.

24 Q And this was -- this ended up being millions of
25 dollars; correct?

1 A Overall, as the premium for the multicomponent
2 product. The -- again, you can't -- it's not --

3 THE COURT: Answer the question he asked, please.

4 A Yes ma'am. It's millions of dollars for the product
5 as a whole.

6 BY MR. BROWN: (resuming)

7 Q Sure. So it's your testimony today that -- that
8 Alieria owns the Unity Healthshare website and can redirect it
9 to wherever it wishes?

10 A Yes.

11 Q If someone builds your house, Mr. Moses, and you pay
12 for that, do they own your house?

13 A It depends on the contract whose house it is.

14 Q And -- and as you'll -- you'll see,
15 UnityHealthshare.com redirects to Trinity Healthshare.org or
16 dot -- yeah. Dot org. Okay.

17 And even to this day, Alieria has refused to give Unity its
18 web identity; correct?

19 A We've given them everything outlined in the contract.

20 Q And yet you say that they're competing on level
21 footing in this market?

22 A Yes.

23 Q Okay. We'll switch gears a little bit to speed this
24 up. So it's your position that the Trinity transition was
25 planned to occur on members' year-end renewal; correct?

1 A Their new plan is a termination to a new plan; yes.

2 Q And the member guide doesn't reference a December 31
3 renewal, does it?

4 A No. Renewal is automatic. Again, the renewal which
5 you're referring to, again, is the industry as a whole does, is
6 based on a calendar year approval of the information and
7 expenses that a member pays all year long.

8 Q Sure. But members can enroll in these plans any time
9 of year, can't they?

10 A Correct. Because it's not a contract; therefore,
11 it's not a designated period of time.

12 Q Okay. So even though a lot of people, you testify,
13 sign up during open enrollment, I can go sign up today, even
14 though we're out of open enrollment?

15 A Correct.

16 Q So if -- let's say I sign up in April. My MSRA -- I
17 have an MSRA; right?

18 A Uh-huh (affirmative).

19 Q If I sign up in April and -- you've testified this is
20 similar to a deductible?

21 A Correct.

22 Q So you pay this amount out-of-pocket from the start
23 of your plan and once you've paid a certain amount out of
24 pocket, your -- your costs or your needs are eligible for
25 sharing?

1 A Catastrophic needs, like surgical, hospital,
2 emergency room; correct.

3 Q And -- and doesn't that MSRA run in 12-month periods?
4 So if I start on April 1, don't I need to meet that deductible,
5 or starting April 1, meet that deductible by the next April 1?

6 A No. In a claim system, it runs on an annual basis.

7 Q Okay. Well, please turn back to that November 15
8 notice, which I believe is tab 9 in your binder.

9 A Okay.

10 Q Do you see where that notice says your MSRA -- which
11 is this deductible; right? Will continue to accrue through
12 your membership anniversary date?

13 A Correct.

14 Q Isn't that one year after you sign up for the
15 membership?

16 A No. What that is referring to is again, not because
17 the plan is not terminating, we're not moving until January 1,
18 that your membership MSRA will continue to accrue until you get
19 to your new plan year of January 1, 2019.

20 Q So your -- your testimony is that your membership
21 anniversary date in that notice doesn't mean one year after you
22 sign up for your plan?

23 A The accrual for the accumulator in a claim system
24 resets on January 1, 2019. It resets every January 1. You can
25 have membership 365 days a year; yes.

1 Q Okay. So. Well, when it -- it says your MSRA will
2 continue to accrue through your membership anniversary date.
3 It doesn't mention January 1, does it?

4 A No, it doesn't. But again, that's industry-standard.

5 Q So you -- you've testified that this
6 deductible -- in the letter it says the MSRA will continue to
7 run through your member anniversary date. So if members had an
8 MSRA that had been partially accrued, it would reset January 1?

9 A Just like an insurance plan; correct.

10 Q Well, these aren't insurance plans, are they, Mr.
11 Moses?

12 A No, they are not. But again, the -- one of the key
13 things in the industry is not disruption and sticking to what
14 is comfortable for members or consumers.

15 Q Well, and, you know, you speak of the industry, and
16 you -- you speak of regulation, but Alieria consistently
17 represents to regulators it's not subject to insurance laws, is
18 it?

19 A It's not. We're not insurance brokers.

20 Q Okay. Thank you, Mr. Moses. I do have one more
21 question.

22 A Okay.

23 Q You testified that Alieria sent out this TRO notice;
24 correct?

25 A We did; correct.

1 Q And when did that go out?

2 A It went out after the appeal by the Court was denied.
3 The reason being because the notice was incorrect and we didn't
4 want to confuse membership. But it did go out.

5 Q And -- and on which date did it go out?

6 A Two days after the appeal was declined. I believe.

7 Q All right. You mean the motion for reconsideration?

8 A Oh. That's what I meant. My -- my apologies.

9 Q So, last questions. You -- you testified a lot about
10 what Alieria had to do after Unity terminated the agreement;
11 correct?

12 A Correct.

13 Q And that -- this was expensive for Alieria?

14 A Correct.

15 Q And created all these problems?

16 A It -- it created problems; correct.

17 Q But Alieria would have never had to go through any of
18 this had it just turned the plans over to Unity; correct?

19 A Well, that's an impossibility, sir. Unity,
20 historically, over its entire duration, did not have any
21 employees. Alieria always administered the process and from a
22 regulation and member perspective, that process has to stay
23 with Alieria, set by the contract.

24 Q Simple question though. You -- you didn't comply
25 with Unity's request for plan participant payments, member

1 contact information, did you?

2 A We followed the termination letter sent by Unity
3 after the termination -- after the failed mediation.

4 Q You held onto all these plans; correct?

5 A They're our plan designs and we keep all assets and
6 plan designs; so, yes.

7 Q But if you had given the plans to Unity, you wouldn't
8 have had to jump through those hoops; correct?

9 A I would've been giving the plans to a competitor and
10 be giving over Alier's assets.

11 Q A competitor that you already say you control their
12 website and is redirected to your new HCSM?

13 A We do not control -- Healthshare's website.

14 Q But you control Unity Healthshare's website; correct?

15 A Because we own the IP, created it, created the
16 marketing; yes. Correct.

17 Q I think I understand your position. Thank you,
18 Chase -- Mr. Moses.

19 THE COURT: Non-repetitive redirect.

20 MS. SHIRLEY: Even better. No redirect. Thank you,
21 Your Honor.

22 THE COURT: All right. You may step down.

23 THE WITNESS: Thank you, ma'am.

24 THE COURT: Let's take a break. And I want to
25 know, you have how many more witnesses?

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

ALIERA HEALTHCARE, INC.,)
)
 Plaintiff,)
)
 v.)
)
 ANABAPTIST HEALTHSHARE, n/k/a)
 KINGDOM HEALTHSHARE)
 INTERNATIONAL, UNITY HEALTHSHARE,)
 LLC, n/k/a KINGDOM HEALTHSHARE)
 MINISTRIES, LLC, ALEXANDER CARDONA,)
 TYLER HOCHSTETLER, VICTOR)
 MENSAVAGE, and JEREMY HULKENBERG,)
)
 Defendants.

**CIVIL ACTION
FILE NO. 2018-CV-308981**

AFFIDAVIT OF CHASE MOSES

Personally appeared before the undersigned officer, duly authorized to administer oaths, Chase Moses, who, first being duly sworn, deposes and states as follows:

1. My name is Chase Moses. I am over the age of 18 years, and I am competent to testify regarding the matters contained herein. I am personally familiar with and have knowledge of the matters set out in this Affidavit.
2. I am the Executive Vice President of Alieria Healthcare, Inc. ("Alieria"). As Executive Vice President, I am responsible for and my job duties include creating and managing Alieria's healthcare offerings, as well as communicating with and serving its members.
3. I was present at the July 16, 2018 meeting between representatives of Alieria and Unity Healthshare, LLC ("Unity").



4. After the meeting concluded and I was walking out, I was handed a notice of Board meeting of Anabaptist Healthshare (“AHS”), of which I was a Board member. Thus, I had approximately 30 seconds of notice before the meeting started.

5. At the meeting, I was promptly kicked off the Board. I did, however, hear Tyler Hochstetler thanking Alex Cardona (Alieria’s former VP of National Sales, who left Alieria for Unity) for bringing to Unity the information that he learned at Alieria and expressing appreciation for Unity being able to use Alex’s extensive knowledge of Alieria’s business for Unity’s benefit.

6. Alex had vast amounts of confidential and proprietary information of Alieria, and he also had an NDA with Alieria. Alieria takes steps to maintain the confidentiality of its information, including requiring its employees to sign NDAs as a condition of employment.

7. After an unsuccessful mediation between the parties, AHS and Unity sent a notice of termination letter, dated August 10, 2018, of the parties’ Agreement.

8. After receiving this letter, Alieria immediately took steps to cease all sales of Alieria’s alternative healthcare programs containing a Unity HCSM component.

9. Alieria did, however, continue to administer Unity plans currently in existence, in accordance with the terms of the parties’ Agreement.

10. Plans with an HCSM component include a Membership Shared Responsibility Amount (“MSRA”) that functions similarly to a traditional deductible. Each individual member must meet his or her MSRA each calendar year before the HCSM will provide coverage.

11. Alieria could not just “terminate” its members’ plans with a Unity component two-thirds of the way through the year. In addition to the problem of the MSRAs, individual members would face additional problems obtaining coverage based on pre-existing conditions and other potential roadblocks. They would have to meet and pay a new deductible, even though their



deductible had already been met and paid under a plan with a Unity component. It would have been a violation of Alier's fiduciary duties to members to unilaterally terminate every plan with a Unity component, thereby leaving many of them uncovered and unable to obtain coverage for medical expenses for the remainder of the year.

12. With the August 10, 2018 notice of termination letter from AHS/Unity, Alier was forced to immediately obtain a replacement HCSM, which it did with Trinity Healthcare ("Trinity").

13. Trinity is a registered 501(c)(3) healthcare sharing ministry that aligns with Alier's company mission.

14. Alier spent several months building additional provider network options that create unique one-of-a-kind offerings for Alier members. These network options would service Alier members with a Trinity HCSM component in 2019. Alier has not made any efforts to build a similar network for Unity in 2019 because it no longer offers, and cannot offer, plans containing a Unity component.

15. Alier has entered into contracts with brokers, agents, and other third parties to broker and sell Alier plans with a Trinity component. This process took several months and countless hours to complete and cannot be reversed in a few days. It would take months of hard work and expense.

16. As the new Trinity HCSM program component has no relation to its predecessor (the Unity HCSM component), Alier had to build new system builds, engage in account set up, and procedures had to be created for the new vendor component that had no effect on its predecessor (Unity).



17. I was responsible for creating a new operational procedure. I created a separate claims account so that there would be two claims accounts functioning simultaneously, but from an accounting standpoint completely separate.

18. Previous Alera membership would function out of the previous membership claims pool that neither belongs to Alera nor Unity, as it is members' money. The members' claim contributions would continue to flow into this account as they always had, to pay for the group sharing of claims funds that is designated member funds. A separate member claims fund was created, however, for member payments post-termination. All new members created on and after this date would have their claims contributions facilitate to this account. New products were immediately built in the claims system to facilitate these members, the new vendor (Trinity), and appropriately direct member contributions to the appropriate areas.

19. I had new marketing material, consisting of membership guides, letters, membership cards, notifications, fulfillment materials, ad campaigns, logos, website landing pages, and other miscellaneous material created.

20. With the ability to onboard new membership in a completely separate vendor and process complete, I began creating the procedure to protect the past members to have uninterrupted healthcare services beginning 1/1/2019, as outlined in the post-termination clause of the Agreement, once AHS/Unity sent the notice of termination dated 8/10/2018.

21. American consumers who do not have employer-provided coverage sign up for coverage during what is known as the open enrollment period. For plan year 2019, the open enrollment period lasted from November 1st to December 15th, 2018.

22. The AHS/Unity notice of termination stated actions to be taken to terminate all members containing a Unity HCSM component of an Alera alternative healthcare program.



23. Year-end renewal would commence on 1/1/2019, as that is the first day of the new year and the first day of the new year for all health plans. Therefore, I began creating the process for the voluntary membership transition into the HCSM component with Trinity to take effect 1/1/2019, as the members' HCSM portion with Unity would be terminated effective 12/31/2018, and a new vendor would need to be in place to take care of the members so there would be no interruption in their healthcare offering.

24. The process I created for this conversion was based on a completely voluntary system where Alieria members decided if they wanted to continue with Alieria programs containing a new HCSM component on 1/1/2019 so they would not have interrupted healthcare services. The process was an opt-out process created so that members were notified of the change, and if they decided not to proceed with Trinity, they would click on a link in the email they received or call a toll-free number, where they could also ask any questions they may have had.

25. Internal staff was trained regarding properly handling members' expressed choices on 10/26/2018. The exact process is as follows: 1. A member letter was sent to all Alieria members containing a Unity HCSM component, notifying them of an HCSM component replacement effective 1/1/2019 so they would not have interrupted healthcare services; 2. The letter was sent out through a campaign monitor system so the appropriate KPI's (key performance indicator) could be tracked; 3. If the member decided to opt out and clicked the opt-out link, it would take him/her to a form fill landing page where their membership details would be collected. The information collected was their membership ID, first name, last name, and reason for cancellation. All of this information was needed to finalize the cancellation process; 4. This form fill when submitted automatically populated the email membershipoptout@alierahealthcare.com. The notification in this inbox prompted the workflow for our cancellation department known as



Member Relations to finalize the cancellation process with Alieria members that had voluntarily decided to opt-out of the upcoming renewal plan offering. There were approximately 800 members that decided to immediately cancel or cancel upon renewal 12/31/2018. The loss of these 800 members consists of roughly \$324,000 of premium lost per month and roughly \$3,888,000 for the upcoming year. The remaining Alieria members did not opt out and chose to enter into coverage through Trinity.

26. Thus, the vast majority of Alieria members have already made the decision over a month ago to continue with an Alieria plan containing a Trinity HCSM component.

27. Alieria informed its members, accurately, that the Trinity HCSM component would offer them the same benefits they had previously received from the Unity HCSM component. Alieria members will receive the same benefits from Trinity and pay the same amount.

28. In addition to sending Alieria members the choice of coverage through Trinity, I was also responsible for sending Alieria members new materials, such as new cards, membership guides, and instructions for the membership plan year renewal for 1/1/2019. This has to be done in a very structured, timely format to ensure that Alieria's membership wishing to continue with coverage would receive adequate materials for their renewal on 1/1/2019. All of the new materials were created in October of 2018, while the process for the transition was being finalized.

29. On 11/1/2018, updated custom cards and materials were created. Some of the customizations include unique printing for each member based on plan type, name, MSRA, eligible services, and address. This process takes approximately one (1) month to complete, beginning 11/1/2018, and to be completed and sent out on 12/1/2018. This had to be sent on 12/1/2018 to meet with bulk shipping time frames to arrive on time with the holiday postal hours



and increased volume of mass mailings that occur in December to arrive for a January 1, 2019 renewal date.

30. The cost associated with this mass reprint consisted of approximately \$150,000 in additional costs. All printing was completed on 11/28/2018, and Alieria members who decided to opt out of the transition were sent to the fulfillment center to be removed from the preprinted materials to be sent out on 12/1/2018. The final membership kits for renewal were sent out on the original planned date of 12/1/2018, in order for them to arrive on or before the membership renewal date of 1/1/2019, so members would have proper renewals, uninterrupted healthcare services and could utilize the plan the day of renewal on January 1, 2019.

31. The most intricate part of the transition that has been worked on for months is the tracking of the accumulators in the claims system (amount of money members spend out of pocket on their respective health plans, often referred to as a deductible in insurance terms). The accumulators have to be transferred over to the new plan builds in the claims system for Alieria members that elected to renew with the new HCSM component. Testing has been done over the course of months to ensure the numbers matchup between old claims system builds and new claims system builds. This transition in the system is what will lead to a seamless transference of health expenses so there is not a gap in health services for the member beginning day one.

32. This process is now complete and had large overhead expenses, distracting from the day-to-day operational duties performed by Alieria full-time employees.

33. The final step in the transition procedure is the members' claims contributions: Contributions neither belonging to Alieria nor Unity follow the member upon the transition/renewal. Already set up in the automated claims system, members' claim contributions (members' money) for the past members will roll into the new members' claims funds for any



claim received on their behalf after 12/31/2018. This is the same account set up for membership post Unity contract termination on 8/10/2018.

34. This account is not Alier's nor Unity's nor Trinity's; it is the members' claims account for sharing payments to providers. It will now house all membership claims funds (members' money) post membership transition, not just new member claims funds. Members with a Unity HCSM component are set to be automatically terminated in Alier's administration system on 12/31/2018, and Alier members' voluntary decision to renew their plan containing a Trinity HCSM component will take effect on 1/1/2019.

35. This follows the wishes of AHS/Unity's notice of termination letter, which stated to terminate all members who have a Unity HCSM component in an Alier healthcare alternative program and follows the provisions outlined in the parties' Agreement.

36. Additionally, providers that have signed up with Trinity will base the amount of co-pays that the members pay, the way that they bill members for services, and the services they are willing to provide, on Alier members' status as Trinity HCSM participants.

37. There is no "switch" Alier can flip in the week before the New Year that will reverse members' decisions to continue their Alier plans with Trinity providing the HCSM service. The actions set out above involved extensive time, efforts, and expense and would take months to undo.

38. Furthermore, it would be a violation of Alier members' expressed choice to refuse to honor their decision to proceed with Trinity.

39. Alier cannot renegotiate contracts with unique provider networks in this time frame. It cannot cancel thousands of member contracts and start back administering the Unity HCSM in this time frame. It cannot retrain hundreds of new employees who are now prepared to



administer Trinity's services to manage new Unity claims. And it cannot replace the Trinity infrastructure it has spent months building with a non-existent Unity infrastructure.

40. Alieria would suffer irreparable harm if it were required to continue to administer the Unity HCSM component to its members because it would not be able to do so and, therefore, could not comply with such an order.

41. Alieria would suffer irreparable harm if it were forced to provide Alieria membership information to Unity, for Unity to appropriate Alieria's members. Alieria's members are one of the most valuable assets (or the most valuable asset) of Alieria's. To strip Alieria of its valuable members would destroy Alieria's business and cause irreparable harm.

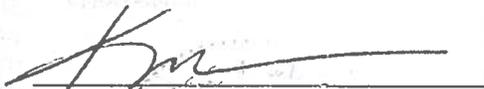
42. Alieria is not retaining operational control of AHS/Unity's Mennonite members in rural Virginia. Defendants will retain those members and may continue to operate their HCSM program for the benefit of those members as a non-profit organization.

43. In late August of 2018, Alieria was informed that Unity was contacting Alieria's members and encouraging them to cancel their membership with Alieria, and switch to Unity.

FURTHER AFFIANT SAYETH NAUGHT.


Chase Moses

Sworn to and subscribed before me
this 23 day of December, 2018.


Notary Public

My Commission Expires: 5-15-20



12749252 v2



GEORGIA, FULTON COUNTY

I, DO CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE,
COMPLETE AND CORRECT COPY OF THE ORIGINAL IN SAME
CASE, AS APPEARS BY THE ORIGINAL ON FILE IN THE OFFICE
OF THE CLERK OF FULTON SUPERIOR COURT, CONSISTING
OF _____ PAGES.

WITNESS MY HAND AND THE SEAL OF SAID COURT THIS THE
____ DAY OF _____, 20____

Cathelene Robinson
DEPUTY CLERK, FULTON COUNTY CLERK OF SUPERIOR COURT
Cathelene Robinson
CLERK OF THE SUPERIOR COURT
OF FULTON COUNTY, GEORGIA

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

ALIERA HEALTHCARE, INC.,)
)
 Plaintiff,)
)
 v.)
)
 ANABAPTIST HEALTHSHARE, n/k/a)
 KINGDOM HEALTHSHARE)
 INTERNATIONAL, UNITY HEALTHSHARE,)
 LLC, n/k/a KINGDOM HEALTHSHARE)
 MINISTRIES, LLC, ALEXANDER CARDONA,)
 TYLER HOCHSTETLER, VICTOR)
 MENSAVAGE, and JEREMY HULKENBERG,)
)
 Defendants.)

**CIVIL ACTION
FILE NO. 2018-CV-308981**

AFFIDAVIT OF G. MICHAEL SMITH

Personally appeared before the undersigned officer, duly authorized to administer oaths, G. Michael Smith, who, first being duly sworn, deposes and states as follows:

1. My name is G. Michael Smith. I am over the age of 18 years, and I am competent to testify regarding the matters contained herein. I am personally familiar with and have knowledge of the matters set out in this Affidavit.
2. I am a licensed and practicing attorney in the State of Georgia and in good standing. I have served as General Counsel for Alieria Healthcare, Inc. (“Alieria”) for many years. I am familiar with the business operations of Alieria.
3. On behalf of Alieria, I assisted in negotiating the agreements between Alieria and Anabaptist Healthshare (“AHS”): the Memorandum of Understanding, Amended Memorandum of Understanding (“MOU”), and Agreement, dated February 1, 2017.



4. I assisted in negotiating these agreements primarily with Tyler Hochstetler, on behalf of AHS, whom I understood had authority from AHS to enter into the agreements.

5. Tyler Hochstetler actively negotiated the MOU and Agreement, and he participated in their drafting.

6. Tyler and I discussed AHS's desire to bring additional value to their members, who are a group of approximately 300 Mennonites in rural Virginia. These Mennonite members would benefit by having Alieria's more comprehensive healthcare options available to them through a relationship between AHS and Alieria.

7. It was never discussed or negotiated that Alieria would develop AHS's HCSM nationwide. Instead, AHS's HCSM was intended to be an additional offering of Alieria to Alieria members. On behalf of Alieria, this arrangement would supplement Alieria's offerings to its members, and on behalf of AHS, this arrangement would supplement the offerings to AHS's Mennonite community.

8. Given the close-knit nature of the AHS HCSM, Tyler and his father, Eldon Hochstetler, placed great emphasis in negotiations on protecting (and retaining control over) AHS' small Mennonite membership. It was important to the Hochstetlers that AHS/Unity retain their Mennonite members, and Alieria agreed to this term.

9. The MOU made no mention of "owning" members. The terms of the MOU provide that Alieria would maintain control and ownership of Alieria's product offerings, and AHS would retain control and ownership of its product offerings. This was the Parties' understanding based on their negotiations.

10. In negotiating the Agreement, Tyler represented to me, as General Counsel of Alieria, that Alieria would maintain the rights to all of the products it sold which contained a Unity

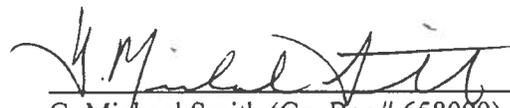


component, including rights to its members as developed through the relationship of Alieria and Unity, and AHS would retain the rights to its individual Anabaptist Mennonite members and any proprietary information associated with its program.

11. Tyler further represented to me that AHS was a small program, and AHS had no ability to administer a program the size of Alieria's, with its much larger and rapidly growing membership.

12. Tyler further represented that all products developed by Alieria, regardless of whether such products included an HCSM component, would remain property of Alieria, not Unity. Indeed, Alieria is the company that developed the products, marketed the products, hired, trained, and managed the staff to service members, invested millions of dollars to create its business model, and had years of business know-how and goodwill that went into creating a business model in the industry.

FURTHER AFFIANT SAYETH NAUGHT.


G. Michael Smith (Ga. Bar # 658000)

Sworn to and subscribed before me
this 20th day of December, 2018.


Notary Public
My Commission Expires: _____



**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

ALIERA HEALTHCARE, INC.,)
)
 Plaintiff,)
)
 v.)
)
 ANABAPTIST HEALTHSHARE, n/k/a)
 KINGDOM HEALTHSHARE)
 INTERNATIONAL, UNITY HEALTHSHARE,)
 LLC, n/k/a KINGDOM HEALTHSHARE)
 MINISTRIES, LLC, ALEXANDER CARDONA,)
 TYLER HOCHSTETLER, VICTOR)
 MENSAVAGE, and JEREMY HULKENBERG,)
)
 Defendants.)

**CIVIL ACTION
FILE NO. 2018-CV-308981**

AFFIDAVIT OF SHELLEY STEELE

Personally appeared before the undersigned officer, duly authorized to administer oaths, Shelley Steele, who, first being duly sworn, deposes and states as follows:

1. My name is Shelley Steele. I am over the age of 18 years, and I am competent to testify regarding the matters contained herein. I am personally familiar with and have knowledge of the matters set out in this Affidavit.

2. I am the CEO of Alieria Healthcare, Inc. ("Alieria") and have been since its founding. Alieria provides innovative healthcare plans to members in search of an alternative to traditional insurance. Alieria's plans are not insurance. Instead, Alieria offers both traditional group healthcare coverage and healthcare sharing plans for individuals as alternative programs to traditional insurance.



3. Like most healthcare plans, Alera enrolls members for one-year terms. At the end of each year—during open enrollment—members may choose to renew or they may choose to purchase different healthcare products.

4. In 2016, to add coverage for emergency room visits and hospitalization, Alera determined it should add another vendor component to its plans and enter into a business relationship with a Health Care Sharing Ministry (“HCSM”). HCSMs exist largely to cover members’ catastrophic medical costs.

5. Alera approached Anabaptist Healthshare (“AHS”) about the HCSM component of its products because Alera believed that it and AHS shared a general system of values.

6. At the time it approached AHS, Alera was interested in establishing a relationship with an HCSM that could provide a catastrophic care component to its plans and therefore help members meet the minimum essential coverage requirements of the Affordable Care Act’s Individual Mandate, as the Affordable Care Act (“ACA”) exempted from the Individual Mandate individuals who joined HCSMs that met certain criteria.

7. As of January 1, 2019, the Individual Mandate of the ACA, which is a penalty for going without health insurance, is repealed; thus, if an individual does not have minimum essential coverage as from January 1, 2019 forward, that individual will no longer be subject to a tax penalty.

8. Under the Agreement between Alera and AHS, dated February 1, 2017, Tyler and Eldon Hochstetler (son and father), at Tyler’s request, became entitled to a “profit-sharing arrangement” whereby they would receive \$5 PMPM (per member, per month) who enrolled in an Alera program with a Unity HCSM component. From inception, Alera paid the Hochstetlers in accordance with this provision of the Agreement.



9. Also, from inception, and with full knowledge and cooperation of AHS and the Hochstetlers, Alera marketed, sold, and administered its plans, including those that contained a Unity component, such that all members enrolled as members of Alera. Alera engaged thousands of brokers/agents across the country to sell its healthcare products. When members had questions about any aspect of their plans, they called Alera's customer service representatives.

10. Membership grew exponentially in both plans without an HCSM component and plans with an HCSM component to more than 120,000 members with more than 70,000 distinct plans.

11. Alera now employs more than 400 individuals in offices across the United States to market, coordinate, and administer its AleraCare and other plans. More than a dozen of these employees work full-time to process pre-authorization requests for medical services to be paid from the HCSM component of members' plans, and more than fifty (50) employees are trained to handle additional HCSM services, including providing member service and claims support.

12. Unity was to facilitate the mutual sharing component of Alera plans containing an HCSM component by directing member contributions (which are held in a segregated "ShareBox" account) to those members who had eligible expenses, but that function was delegated to Alera and was performed by Alera from inception.

13. Unity also was to create and administer a member prayer line network, which to Alera's disappointment, was never started, much less completed.¹ Unity did not solicit members; it did not administer the plans; and it did not facilitate member care in any way. It did not take

¹ In fact, Tyler Hochstetler was bothered by members directing their prayer requests to him and his father and requested that Alera remove them from any association with this role.



member questions or complaints, and it did not process medical expense sharing requests. It did not offer prayer relief.

14. From the outset, AHS understood that Alieria would develop and include Unity's HCSM as a component of Alieria's plans, in the same way Alieria included any other vendor's product as a component of an Alieria plan, such as telemedicine or Rx components, for example. Unity's own Articles of Organization and Sharing Guidelines provided that Unity's principal office was located at the exact same address as Alieria's principal office.

15. Alieria never would have gone to the lengths it did—funding and developing the products, marketing them, selling them, administering them, hiring hundreds of employees, and opening offices across the country—if AHS or Unity had the right, *at any time*, to demand all of Alieria members' information and take over ownership and administration of every Alieria plan with an HCSM component.

16. Alieria paid AHS, Eldon and Tyler under the Agreement essentially for licensing fees so that Alieria could utilize the HCSM qualification. The parties' intention under the Agreement was that the only benefit or right that either AHS or Unity would have are the specified payments under the Agreement and the AHS membership roster. That is why the Agreement does not provide any ownership or administrative rights to AHS or Unity.

17. Alex Cardona served as Alieria's Senior Vice President of Sales from Alieria's founding, until June 2018.

18. On or about April 14, 2018, history in our admin system reflects Cardona having downloaded Alieria's full member database, including dependents and other information protected



under HIPAA. To my knowledge and belief, Cardona had no legitimate business reason as part of his job duties at Alera to download that list. Cardona still has not returned that database.²

19. On June 5th, Cardona resigned from Alera and immediately went to work for Unity.

20. After Cardona left Alera for Unity, Unity requested a meeting on July 16, 2018. Tyler Hochstetler represented to Alera that the purpose of the meeting was to learn more about Alera's business, and therefore, Alera arranged transportation to take the attendees of the meeting to visit its facilities in Atlanta, Georgia, where the meeting was to take place.

21. Tyler misrepresented the purpose of the meeting. He, Alex, their Virginia attorneys from Gammon and Grange, and other representatives of Unity and AHS, instead, appeared hostile and wanted to demand information from Alera to which they were not entitled and claim that it was not living up to the parties' Agreement. Their lead Virginia attorney made it clear from the outset that his clients had no interest in visiting Alera's facilities; they could cancel the transportation Alera had arranged; and he proceeded with a very aggressive monologue of alleged disputes between the parties, demanding vast amounts of financial and operational information of Alera in a few days.

22. For the first time, AHS/Unity accused Alera of breaching the Agreement.

23. Defendants' representatives at the meeting said absolutely nothing about Tim Moses' fourteen-year-old white-collar conviction, of which they were aware many months prior to the meeting.

² Another of Alera's former employees, Defendant Victor Mensavage, downloaded Alera's confidential nationwide broker list before he went to work for Defendants.



24. Three days after the July 16 meeting, on July 19, 2018, Defendants demanded a \$5,000,000 ransom payment from Alieria.

25. Not receiving that, they unilaterally froze bank accounts through which Alieria paid member claims. They seized approximately \$4,800,000 in accounts that belonged to members, and that were to pay Unity expenses pursuant to contracts with third parties. Thus, Alieria was hampered in its ability to continue to administer member claims and forced to pay for those services (millions of dollars so far) out of its own separate operating funds.

26. By way of illustration, James Butler, Alieria's Controller, forwarded me email correspondence dated July 23, 2018, notifying Alieria that there were six (6) ACH debit rejections totaling over \$2.5 million with regard to Alieria's attempt to pay costs concerning member claims. (See Exhibit 1, attached hereto.) Alieria had no notice that Unity was going to freeze this account, and it was forced to pay members' claims with Alieria's own operating funds, in violation of the parties' Agreement.

27. Additionally, Mr. Butler forwarded me email correspondence dated July 24, 2018, notifying Alieria that it could not use the Bill.com account, which was used to pay third-parties pursuant to existing contracts for expenses concerning the Unity HCSM component. (See Exhibit 2, attached hereto.) Alieria had no notice that Unity was going to freeze the account, and it was forced to pay expenses from Alieria's own operating funds, in violation of the parties' Agreement.

28. Defendants have not returned any of the close to \$5 million they took, even though Alieria continued to administer Alieria members' plans containing a Unity component. Alieria does not know what Defendants have done with the money they took, but Alieria knows they have not spent it for the benefit of Alieria members with a Unity component, which is exactly what those funds are for.



FURTHER AFFIANT SAYETH NAUGHT.



Shelley Steele

Sworn to and subscribed before me
this 23 day of October 2018.



Notary Public

My Commission Expires: 5-15-20

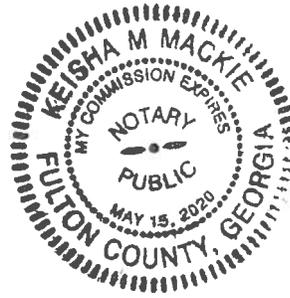


EXHIBIT 1

TDI 005517



From: Schafer, Pepper [<mailto:Pepper.Schafer@healthscopebenefits.com>]
Sent: Monday, July 23, 2018 2:50 PM
To: James Butler <jbutler@alierahealthcare.com>
Subject: FW: ACH debit reject Alieria Healthcare Unity / Unity MEC Combined - URGENT RESPONSE NEEDED
Importance: High

Hi, James. See below. Can you help me out with this?

Marilynn E. "Pepper" Schafer
Vice-President, Business Development
HealthSCOPE Benefits
1701 Barrett Lakes Blvd., Suite 240
Kennesaw, GA 30144

770-420-1501 office
770-833-4221 cell

From: Park, Andrea
Sent: Monday, July 23, 2018 2:48 PM
To: Alberts, Rose; Schafer, Pepper; Edwards, Brett; Davis, Tawanna
Subject: RE: ACH debit reject Alieria Healthcare Unity / Unity MEC Combined - URGENT RESPONSE NEEDED
Importance: High



Pepper/Rose – The ACH debit ECHO initiated to fund the check runs that were approved by Alera for release rejected due to “Account Frozen”. We need immediate resolution on this as this is over \$900K of payments released in ECHO that ECHO has not received funds for.

From: Georgianne Micco
Sent: Monday, July 23, 2018 9:01 AM
To: Healthscope <tawanna.davis@healthscopebenefits.com>; Healthscope <andrea.park@healthscopebenefits.com>
Cc: Diane Crow <dcrow@echohealthinc.com>; Kristopher Kern <KKern@echohealthinc.com>
Subject: ACH debit reject Alera Healthcare Unity / Unity MEC Combined
Importance: High

This morning there were six ACH Debit Rejections for two of your groups. We did try to reach you by phone to discuss but you were not in yet. Please contact me (ext 171) or Diane (ext 116)

Please do not release any more claims until this is resolved.

The total due to redraw from rejects today from account ending 8161 is \$2,501,378.00

DETAILS
Company Name: Unity MEC Combined, group AHUNC
Amount: \$899,575.55
Reason Code: Account frozen
ACH Date: 7/19/18
Rejection Date: 7/23/18
Account # Ending in: 8161
=====

DETAILS
Company Name: Unity MEC Combined, group AHUNC
Amount: \$868,431.58
Reason Code: Account frozen
ACH Date: 7/19/18
Rejection Date: 7/23/18
Account # Ending in: 8161
=====

DETAILS
Company Name: Unity MEC Combined, group AHUNC
Amount: \$720,105.43
Reason Code: Account frozen
ACH Date: 7/19/18
Rejection Date: 7/23/18
Account # Ending in: 8161
=====

DETAILS
Company Name: Alera Healthcare Unity, group AHUNI
Amount: \$7,408.56
Reason Code: Account frozen
ACH Date: 7/19/18
Rejection Date: 7/23/18
Account # Ending in: 8161
=====

DETAILS
Company Name: Alera Healthcare Unity, group AHUNI
Amount: \$5,231.88

TDI 005519



Reason Code: Account frozen
ACH Date: 7/19/18
Rejection Date: 7/23/18
Account # Ending in: 8161

=====

DETAILS

Company Name: Alieria Healthcare Unity, group AHUNI
Amount: \$625.00
Reason Code: Account frozen
ACH Date: 7/19/18
Rejection Date: 7/23/18
Account # Ending in: 8161

Please let us know when we may redraw from this or other applicable account.

Thank you for your immediate attention on this matter. Please contact me with any questions.

Georgie Micco

ECHO HEALTH INC

868 Corporate Way, Westlake OH 44145

440.835.3511 ext.171

GMicco@echohealthinc.com



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EXHIBIT 2

TDI 005521



From: James Butler
Sent: Wednesday, July 25, 2018 4:52 PM
To: Shelley Steele <ssteele@alierahealthcare.com>; Tim Moses <tmoses@alierahealthcare.com>; Chase Moses <chmoses@alierahealthcare.com>
Subject: FW: Bank account *****0531 can no longer be used with [Bill.com](#) for Unity Healthshare LLC

FYI.... [Bill.com](#) for Unity has been disabled. Shelley has approved a wire to fund the below payments out of the Alieria Account.

James F. Butler, III CPA CGMA
Controller
Alieria Healthcare

1-404-618-0602 ext. 1707
1-844-834-3456 Toll Free
1-404-937-6557 Fax
jbutler@alierahealthcare.com

.Atlanta · Dallas · Chicago · Miami
www.alierahealthcare.com

From: The [Bill.com](#) Team [<mailto:notificationonly@hq.bill.com>]
Sent: Tuesday, July 24, 2018 8:13 AM
To: James Butler <jbutler@alierahealthcare.com>
Subject: Bank account *****0531 can no longer be used with [Bill.com](#) for Unity Healthshare LLC



Hi James,

You can't use the bank account *****0531 with [Bill.com](#) anymore:

Problem: R16 - Account and/or its funds are currently not available.

Solution: Contact your bank and/or us to help resolve this issue. Then set up your bank account again for use in [Bill.com](#).

Have questions? Sign in at [our website](#), then contact support.

Thank you,
The [Bill.com](#) Team

Be safe! Hover your cursor over links in any email before clicking, to verify the location is safe. [Bill.com](#) links always start with <http://app.bill.com> or <http://www.bill.com>.

Please don't reply to this automatically generated email.

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ALIERACARE™



INDIVIDUAL
& FAMILY



A New Era of Affordable Quality Healthcare Choices

Alera Healthcare, in alliance with Trinity HealthShare, makes quality healthcare choices affordable for individuals and families through our healthcare sharing community.

AleraCare plans are built on an innovative cost-sharing model that is designed to streamline access to individual and family-focused healthcare choices without the costs and complexities of most one-size-fits-all traditional medical insurance plans. The Health Care Sharing Ministry (HCSM) services provided by Trinity HealthShare are administered by Alera Healthcare to ensure a seamless member experience.

Trinity HealthShare is a 501(c)(3) non-profit organization that provides the HCSM services administered by Alera Healthcare to guide the cost sharing of member contributions for certain eligible healthcare needs such as hospitalization, surgery and emergency room visits.

A full spectrum of healthcare choices available year round: AleraCare is specifically designed to provide individuals and families with the quality healthcare choices they need at a price they can afford. AleraCare has six tiers of healthcare sharing plans with robust services that are available year round.

- AleraCare Value | Plus | Premium provides three tiers of standard everyday healthcare plans
- AleraCare Bronze | Silver | Gold provides three tiers of comprehensive healthcare plans

A Roadmap of Comprehensive Care

Alieracare gives individuals and families a clear path to the healthcare services they need, when they need them.

Built on the Multiplan PHCS network, a nationwide preferred provider organization (PPO), Alieracare Value | Plus | Premium and Alieracare Bronze | Silver | Gold plans provide access to more than 1,000,000 healthcare professionals in over 6,000 facilities across the United States.



Individual Plans

AlieraCare plans are specifically designed to reduce costs and put the power of choice back into the hands of individuals and their families. To compare AlieraCare Value | Plus | Premium (VPP) with AlieraCare Bronze | Silver | Gold (BSG) plans and services, please see the chart below.

COMPARISON CHART

PLAN SERVICES ▶	AlieraCare VPP			AlieraCare BSG		
	Value ¹	Plus ²	Premium ³	Bronze ⁴	Silver ⁵	Gold ⁶
MSRA Options Per Member	\$5,000 \$7,500 \$10,000			\$1,000 \$2,500 \$5,000 \$10,000		
MSRA Options Per Family	Not Available			\$3,000 \$7,500 \$15,000 \$30,000		
Section 1	Services Eligible Prior to Meeting MSRA					
PPO Network	MultiPlan PHCS	MultiPlan PHCS	MultiPlan PHCS	MultiPlan PHCS	MultiPlan PHCS	MultiPlan PHCS
Telemedicine	Free	Free	Free	Free	Free	Free
Preventive Care	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Primary Care	1 Per Year \$20 Consult Fee	3 Per Year \$20 Consult Fee	5 Per Year \$20 Consult Fee	\$50 Consult Fee	\$35 Consult Fee	\$20 Consult Fee
Urgent Care	Not Eligible	1 Per Year \$20 Consult Fee	2 Per Year \$20 Consult Fee	\$100 Consult Fee	\$75 Consult Fee	\$75 Consult Fee
Specialty Care	Not Eligible	Not Eligible	100% After MSRA \$75 Consult Fee	\$125 Consult Fee	\$75 Consult Fee	\$75 Consult Fee
Emergency Room	Eligible After MSRA (see below)	\$500 Consult Fee	\$300 Consult Fee	\$500 Consult Fee	\$300 Consult Fee	\$150 Consult Fee
Prescription Discount	Included	Included	Included	Included	Included	Included
Section 2	Services Eligible After Meeting MSRA					
Specialty Care	Not Eligible	Not Eligible	100% After MSRA \$75 Consult Fee	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)
Emergency Room	Full MSRA	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)	Eligible Prior to MSRA (see above)
Inpatient						
Hospitalization	100% After MSRA	100% After MSRA	100% After MSRA	60% After MSRA	70% After MSRA	80% After MSRA
Surgery	100% After MSRA	100% After MSRA	100% After MSRA	60% After MSRA	70% After MSRA	80% After MSRA
Outpatient						
Hospitalization	100% After MSRA	100% After MSRA	100% After MSRA	60% After MSRA	70% After MSRA	80% After MSRA
Surgery	100% After MSRA	100% After MSRA	100% After MSRA	60% After MSRA	70% After MSRA	80% After MSRA

1-6 Please see individual product tables for corresponding footnotes.

Preventive, Primary & Hospitalization Care

Preventive, primary and hospitalization care services are fundamental to maintaining a healthy lifestyle. Alera Healthcare's patient-centered approach offers a wide range of medical services and utilizes healthcare sharing communities to meet the unique needs and budgets of members and their families.

The preventive medical services offered follow the recommendations of the United States Preventive Services Task Force (evidence-based items or services rated A or B). Please see specific plan tables for details about the services included with each plan.

Preventive Services for Adults

- Blood Pressure Screening
- Cholesterol Screening
- Colorectal Cancer Screening
- Depression Screening
- Diet Counseling
- HIV Screening
- Type II Diabetes Screening

Preventive Services for Women

- Anemia Screening
- Bacteriuria and Urinary Tract Infection Screening
- BRCA Counseling
- Breast Cancer Chemoprevention Counseling
- Breast Cancer Screening
- Breastfeeding Comprehensive Support
- Cervical Cancer Screening
- Chlamydia Infection Screening
- Contraception Counseling
- Domestic Violence Counseling/Screening
- Gestational Diabetes Screening
- Gonorrhea Screening
- HPV Testing (every three years)
- STI Counseling
- Syphilis Screening
- Tobacco Screening/Counseling

Preventive Services for Children

- Alcohol and Drug Use Assessment
- Autism Screening
- Behavioral Assessment
- Blood Pressure Screening
- Cervical Dysplasia Screening
- Congenital Hypothyroidism Screening
- Depression Screening
- Developmental Screening
- Dyslipidemia Screening
- Hearing Screening
- Height, Weight and Body Mass Index Measurement
- Hematocrit/Hemoglobin Screening
- Hemoglobinopathies/Sickle Cell Screening
- HIV Screening
- Lead Screening
- Obesity Screening/Counseling
- Phenylketonuria Screening
- STI Counseling/Screening
- Tuberculin Testing
- Vision Screening

Immunizations & Injections

- DTaP
- Haemophilus
- Hepatitis A
- Hepatitis B
- Herpes Zoster
- Human Papillomavirus
- Inactivated Poliovirus
- Influenza
- Influenza Type B
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal
- Rotavirus
- Tetanus
- Varicella

Primary Care Services

- Allergy Testing through Blood Test (paid separately to the lab)
- Annual Physical Exams
- Application of Cast for Minor Non-displaced Fractures
- Application of Splint
- Audiometry
- Blood Sugar
- Carpal Tunnel Release
- Childhood Immunization (costs of vaccines are additional)
- Circumcision
- Discount Prescription Card
- Ear Irrigation for Wax
- Echocardiogram
- EKG
- Excision of Benign Skin Lesions
- Excision of Breast Mass (lumpectomy when possible)
- Excision of Malignant Skin Lesions
- Facet Joint Injections
- Family Planning
- Fecal Occult Blood Test
- Fine Needle Aspiration (thyroid, breast)
- Flu Vaccine
- Ganglion Cyst Removal
- Gynecological Care
- Gynecological Exam
- Holter Monitor
- I & D of Abscess
- IM/IV Treatments (cost of drug is not included)
- Imaging
- Joint Injections (steroid)
- Lab Test (blood, urine, stool)
- Lipoma Removal
- Lymph Node Biopsy
- Mammogram Screening
- Mole Removal/Skin Biopsy
- Nebulizer Treatment with Oxygen Concentrator

- Office-based Surgeries
- Pap Smear
- Partial or Full Nail Removal for Fungus, Ingrown Toenail
- Pediatric Care
- Pediatric Visits
- Pilonidal Cystectomy
- PPD (skin test for tuberculosis)
- Pregnancy Test
- Pulmonary Function Test (spirometry)
- Referral for Discounted Colonoscopy and Upper Endoscopy
- Referral for Discounted CT Scan and MRI
- Repair of Laceration
- Repair of Split Ear Lobes
- Routine Office Visits
- Rubber Band Hemorrhoidectomy
- Sebaceous Cyst Removal
- Second Opinions
- Shaving of Skin Lesions
- Skin Tag Removal
- Sonograms
- Tendon Injections (steroid)
- Tetanus Vaccine (after injury)
- Trigger Point Injections
- Uncomplicated Anal Fistulectomy
- Urgent Care during Office Hours
- Urinalysis
- Varicose Vein Ligation
- Vascular Studies (venous, carotid, peripheral duplex scans)
- Vitamin B-12 and Allergy Shot (steroid)
- Warts (genital, sole, hand)
- Weight Loss Management
- Wound Care with Debridement
- X-rays

Hospitalization Services

- Bariatric Center
- Cancer Institute
- Diabetes Education Program
- Emergency Services
- GI/Pulmonary Endoscopy Centers
- Heat & Vascular Institute
- Maternity
- Nutrition Services
- Radiology
- Rehabilitation
- Research
- Sleep Disorders Center
- Spine & Pain Treatment
- Sports Medicine
- Stroke Center
- Surgery
- Urodiagnostics

Affordable Everyday Healthcare Choices for the Family

Alieracare Value | Plus | Premium (VPP) plans include a wide range of affordable healthcare solutions designed to meet the unique healthcare needs and budgets of individuals and families. These plans are recommended for primarily healthy people whose main healthcare goals are focused on preventive and primary medical care, as well as cost sharing for catastrophic events, hospitalization, and inpatient and outpatient surgical procedures.

Alieracare Premium Plan Enhanced Services

- Physician-directed maintenance care for chronic conditions such as diabetes, asthma, high blood pressure and cardiac disorders
- Maternity care available to help reduce cost of deliveries
- Unlimited specialist visits after meeting MSRA
- Save up to 90% on your home-delivery prescriptions immediately with Rx Valet



VALUE PLAN DETAILS

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	\$5,000 \$7,500 \$10,000	Not Eligible
Out-of-pocket Maximum (per member within sharing limits)	MSRA	Not Eligible
Per Incident Maximum Limit	\$150,000	Not Eligible
Lifetime Maximum Limit	\$1,000,000	Not Eligible
Section 1	Services Eligible Prior to Meeting MSRA	
The services in Section 1 are available to Alieracare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Not Eligible
Primary Care ¹	1 Per Year \$20 Consult Fee	Not Eligible
Pediatrics	Eligible as PCP	Not Eligible
OB/GYN	Eligible as PCP	Not Eligible
Urgent Care	Not Eligible	Not Eligible
Labs & Diagnostics	Eligible at PCP	Not Eligible
X-rays	Not Eligible	Not Eligible
Chronic Maintenance	Eligible at PCP	Not Eligible
Prescription Discount	Included	Not Eligible
Section 2	Services Eligible After Meeting MSRA²	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Specialty Care	Not Eligible	Not Eligible
Maternity	Not Eligible	Not Eligible
Emergency Room ³	Full MSRA	Not Eligible
Inpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical ⁴	100% After MSRA	Not Eligible
Outpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical ⁴	100% After MSRA	Not Eligible

1. An annual physical is available as a PCP visit with the added value of a free physical after nine months of continuous membership; lifestyle lab testing not included.
2. Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date. Sharing eligibility for new occurrences of cancer is provided after 12 months of continuous membership.
3. Emergency room cost sharing is subject to review and is only meant for life-threatening situations.
4. Non-emergency surgical services are unavailable for the first six months for Value. Surgical services do not include cosmetic surgery.
5. Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent. Add \$50 per additional dependent for families of six or more.

Administrative and conditional fees: \$125 one-time enrollment fee. Add \$60 per member who smokes. To increase per incident maximum limit an additional \$500,000, add \$130 per member. Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

PLUS PLAN DETAILS

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	\$5,000 \$7,500 \$10,000	Not Eligible
Out-of-pocket Maximum (per member within sharing limits)	MSRA	Not Eligible
Per Incident Maximum Limit	\$250,000	Not Eligible
Lifetime Maximum Limit	\$1,000,000	Not Eligible
Section 1	Services Eligible Prior to Meeting MSRA	
The services in Section 1 are available to Alieracare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Not Eligible
Primary Care ¹	3 Per Year \$20 Consult Fee	Not Eligible
Pediatrics	Eligible as PCP	Not Eligible
OB/GYN	Eligible as PCP	Not Eligible
Urgent Care	1 Per Year \$20 Consult Fee	Not Eligible
Labs & Diagnostics	Eligible at PCP or Urgent Care	Not Eligible
X-rays ²	Eligible at Urgent Care	Not Eligible
Chronic Maintenance	Eligible at PCP or Urgent Care	Not Eligible
Emergency Room ³	\$500 Consult Fee	Not Eligible
Prescription Discount	Included	Not Eligible
Section 2	Services Eligible After Meeting MSRA⁴	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Specialty Care	Not Eligible	Not Eligible
Maternity	Not Eligible	Not Eligible
Inpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical ⁵	100% After MSRA	Not Eligible
Outpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical ⁵	100% After MSRA	Not Eligible

1. An annual physical is available as a PCP visit with the added value of a free physical after nine months of continuous membership; lifestyle lab testing not included.

2. \$25 per x-ray read fee at urgent care, may vary by city.

3. Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the \$500 consult fee will be applied to the MSRA.

4. Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date. Sharing eligibility for new occurrences of cancer is provided after 12 months of continuous membership.

5. Non-emergency surgical services are unavailable for the first six months for Plus. Surgical services do not include cosmetic surgery.

6. Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent. Add \$50 per additional dependent for families of six or more.

Administrative and conditional fees: \$125 one-time enrollment fee. Add \$60 per member who smokes. To increase per incident maximum limit an additional \$500,000, add \$130 per member.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

PREMIUM PLAN

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	\$5,000 \$7,500 \$10,000	Not Eligible
Out-of-pocket Maximum (per member within sharing limits)	MSRA	Not Eligible
Per Incident Maximum Limit	\$500,000	Not Eligible
Lifetime Maximum Limit	\$1,000,000	Not Eligible
Section 1	Services Eligible Prior to Meeting MSRA	
The services in Section 1 are available to Alieracare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Not Eligible
Primary Care ¹	5 Per Year \$20 Consult Fee	Not Eligible
Pediatrics	Eligible as PCP	Not Eligible
OB/GYN	Eligible as PCP	Not Eligible
Urgent Care	2 Per Year \$20 Consult Fee	Not Eligible
Labs & Diagnostics	Eligible at PCP or Urgent Care	Not Eligible
X-rays ²	Eligible at Urgent Care	Not Eligible
Chronic Maintenance	Eligible at PCP, Urgent Care or Specialty Care	Not Eligible
Emergency Room ³	\$300 Consult Fee	Not Eligible
Prescription Discount	Included	Not Eligible
Section 2	Services Eligible After Meeting MSRA ⁴	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Specialty Care ⁵	100% After MSRA \$75 Consult Fee Per Visit	Not Eligible
Maternity ⁶	Eligible	Not Eligible
Inpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical ⁷	100% After MSRA	Not Eligible
Outpatient Services		
Hospitalization	100% After MSRA	Not Eligible
Surgical ⁷	100% After MSRA	Not Eligible

1. An annual physical is available as a PCP visit with the added value of a free physical after nine months of continuous membership; lifestyle lab testing not included.

2. \$25 per x-ray read fee at urgent care, may vary by city.

3. Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the \$300 consult fee will be applied to the MSRA.

4. Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date. Sharing eligibility for new occurrences of cancer is provided after 12 months of continuous membership.

5. The consult fee is in addition to the cost of your specialty care visit and does not apply toward your annual MSRA.

6. Maternity services are eligible after the first ten months of continuous membership and include \$5,000 max for physician vaginal delivery; \$8,000 max for physician caesarean; \$50,000 max for complications of mother and child.

7. Non-emergency surgical services are unavailable for the first two months for Premium. Surgical services do not include cosmetic surgery.

8. Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent. Add \$50 per additional dependent for families of six or more.

Administrative and conditional fees: \$125 one-time enrollment fee. Add \$60 per member who smokes. To increase per incident maximum limit an additional \$500,000, add \$130 per member.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

Affordable Comprehensive Healthcare Choices for the Family

Alieracare Bronze | Silver | Gold (BSG) plans offer a wide range of comprehensive healthcare solutions that are affordable alternatives to traditional medical insurance. Alieracare BSG puts the power of quality healthcare choices back into the hands of individuals and their families.

Alieracare Bronze | Silver | Gold enhanced services:

- Unlimited in-network primary care, urgent care and specialty care
- Cost sharing is available for new diagnosis of cancer
- Specific sharing eligible for some pre-existing conditions
- Lower MSRA options
- Prenatal and maternity cost sharing
- Out-of-network cost sharing options
- Save up to 90% on your home-delivery prescriptions immediately with Rx Valet



BRONZE PLAN DETAILS

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	\$1,000 \$2,500 \$5,000 \$10,000	
MSRA Options (per family of 3+ members)	\$3,000 \$7,500 \$15,000 \$30,000	
Out-of-pocket Maximum (per member within sharing limits)	\$3,000 \$7,500 \$15,000 \$30,000	\$6,000 \$15,000 \$30,000 \$60,000
Out-of-pocket Maximum (per family within sharing limits)	\$9,000 \$22,500 \$45,000 \$90,000	\$18,000 \$45,000 \$90,000 \$180,000
Lifetime Maximum Limit	\$1,000,000	\$1,000,000
Co-expense	Plan Shares: 60% You Share: 40%	Plan Shares: 50% You Share: 50%
Section 1	Services Eligible Prior to Meeting MSRA	
The services in Section 1 are available to Alieracare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Plan Shares: 50% You Share: 50%
Primary Care	\$50 Consult Fee	Plan Shares: 50% You Share: 50%
Pediatrics	\$50 Consult Fee	Plan Shares: 50% You Share: 50%
OB/GYN	\$50 Consult Fee	Plan Shares: 50% You Share: 50%
Specialty Care	\$125 Consult Fee	Plan Shares: 50% You Share: 50%
Urgent Care	\$100 Consult Fee	Plan Shares: 50% You Share: 50%
Emergency Room^{1,2}	\$500 Consult Fee	\$500 Consult Fee
Section 2	Services Eligible After Meeting MSRA^{2, 3}	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Maternity⁴	Prenatal: Included Delivery: Included	Plan Shares: 50% You Share: 50%
Generic & Non-preferred Prescription	Discount No Cost Sharing	Not Eligible
Preferred Prescription⁵	Discount 50% Cost Sharing	Not Eligible
Mail Order Prescription⁵	Discount 75% Cost Sharing	Not Eligible
Inpatient Services⁶		
Hospitalization	Plan Shares: 60% You Share: 40%	Plan Shares: 50% You Share: 50%
Surgical⁷	Plan Shares: 60% You Share: 40%	Plan Shares: 50% You Share: 50%
Outpatient Services⁶		
Hospitalization	Plan Shares: 60% You Share: 40%	Plan Shares: 50% You Share: 50%
Surgical⁷	Plan Shares: 60% You Share: 40%	Plan Shares: 50% You Share: 50%

- Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the \$500 consult fee will be applied to the MSRA.
- Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date.
- Pre-existing conditions: chronic or recurrent conditions that have shown symptoms and/or received treatment within the past 24 months are not eligible for sharing during the first 24 months of membership. On the 25th month of continuous membership, the condition will no longer be subject to the pre-existing condition sharing limitations.
- Maternity services are included at plan co-expense (plan pays 60% after MSRA in-network and 50% after MSRA non-network); unlimited for physician vaginal delivery; \$8,000 max for physician caesarean; \$50,000 max for complications of mother and child.
- Prescriptions are eligible for cost sharing through Rx Valet by the percentage shown once a separate prescription MSRA of \$1,500 has been met. Members are required to pay prescription cost out of pocket before submitting receipts. There is a maximum reimbursement of \$4,000 per plan year.
- Imaging (CT scans, PET scans, MRIs); labs & diagnostics; x-rays and diagnostic imaging will be eligible at co-expense (plan pays 60% after MSRA in-network and 50% after MSRA non-network).
- Non-emergency surgical services are unavailable for the first two months for Bronze. Surgical services do not include cosmetic surgery.
- Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent.

Administrative and conditional fees: \$125 one-time enrollment fee. Add \$60 per member who smokes.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

SILVER PLAN DETAILS

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	\$1,000 \$2,500 \$5,000 \$10,000	
MSRA Options (per family of 3+ members)	\$3,000 \$7,500 \$15,000 \$30,000	
Out-of-pocket Maximum (per member within sharing limits)	\$3,000 \$7,500 \$15,000 \$30,000	\$6,000 \$15,000 \$30,000 \$60,000
Out-of-pocket Maximum (per family within sharing limits)	\$9,000 \$22,500 \$45,000 \$90,000	\$18,000 \$45,000 \$90,000 \$180,000
Lifetime Maximum Limit	\$1,000,000	\$1,000,000
Co-expense	Plan Shares: 70% You Share: 30%	Plan Shares: 60% You Share: 40%
Section 1	Services Eligible Prior to Meeting MSRA	
The services in Section 1 are available to Alieracare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Plan Shares: 60% You Share: 40%
Primary Care	\$35 Consult Fee	Plan Shares: 60% You Share: 40%
Pediatrics	\$35 Consult Fee	Plan Shares: 60% You Share: 40%
OB/GYN	\$35 Consult Fee	Plan Shares: 60% You Share: 40%
Specialty Care	\$75 Consult Fee	Plan Shares: 60% You Share: 40%
Urgent Care	\$75 Consult Fee	Plan Shares: 60% You Share: 40%
Emergency Room^{1,2}	\$300 Consult Fee	\$500 Consult Fee
Section 2	Services Eligible After Meeting MSRA^{2, 3}	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Maternity⁴	Prenatal: Included Delivery: Included	Plan Shares: 60% You Share: 40%
Generic & Non-preferred Prescription	Discount No Cost Sharing	Not Eligible
Preferred Prescription⁵	Discount 50% Cost Sharing	Not Eligible
Mail Order Prescription⁵	Discount 75% Cost Sharing	Not Eligible
Inpatient Services⁶		
Hospitalization	Plan Shares: 70% You Share: 30%	Plan Shares: 60% You Share: 40%
Surgical⁷	Plan Shares: 70% You Share: 30%	Plan Shares: 60% You Share: 40%
Outpatient Services⁶		
Hospitalization	Plan Shares: 70% You Share: 30%	Plan Shares: 60% You Share: 40%
Surgical⁷	Plan Shares: 70% You Share: 30%	Plan Shares: 60% You Share: 40%

- Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the \$300 consult fee will be applied to the MSRA.
- Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date.
- Pre-existing conditions: during the first 24 months of continuous membership, sharing is available up to \$10,000 of total medical expenses incurred for pre-existing conditions per plan year, only after a separate MSRA equal to two times your plan MSRA has been met. On the 25th month of continuous membership, the condition will no longer be subject to the preexisting condition sharing limitations.
- Maternity services are included at plan co-expense (plan pays 70% after MSRA in-network and 60% after MSRA non-network); unlimited for physician vaginal delivery; \$8,000 max for physician caesarean; \$50,000 max for complications of mother and child.
- Prescriptions are eligible for cost sharing through Rx Valet by the percentage shown once a separate prescription MSRA of \$1,500 has been met. Members are required to pay prescription cost out of pocket before submitting receipts. There is a maximum reimbursement of \$4,000 per plan year.
- Imaging (CT scans, PET scans, MRIs); labs & diagnostics; x-rays and diagnostic imaging will be eligible at co-expense (plan pays 70% after MSRA in-network and 60% after MSRA non-network).
- Non-emergency surgical services are unavailable for the first two months for Silver. Surgical services do not include cosmetic surgery.
- Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent.

Administrative and conditional fees: \$125 one-time enrollment fee. Add \$60 per member who smokes.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

GOLD PLAN

PLAN SERVICES PER MEMBER ▶	Multiplan PHCS (in-network)	Non-Network
MSRA Options (per member)	\$1,000 \$2,500 \$5,000 \$10,000	
MSRA Options (per family of 3+ members)	\$3,000 \$7,500 \$15,000 \$30,000	
Out-of-Pocket Maximum (per member within sharing limits)	\$3,000 \$7,500 \$15,000 \$30,000	\$6,000 \$15,000 \$30,000 \$60,000
Out-of-Pocket Maximum (per family within sharing limits)	\$9,000 \$22,500 \$45,000 \$90,000	\$18,000 \$45,000 \$90,000 \$180,000
Lifetime Maximum Limit	\$1,000,000	
Co-Expense	Plan Shares: 80% You Share: 20%	Plan Shares: 70% You Share: 30%
Section 1	Services Eligible Prior to Meeting MSRA	
The services in Section 1 are available to Alieracare members upon enrollment. They do not require you to meet MSRA prior to using them.		
Telemedicine	Free	Not Eligible
Wellness & Preventive Care	Unlimited	Plan Shares: 70% You Share: 30%
Primary Care	\$20 Consult Fee	Plan Shares: 70% You Share: 30%
Pediatrics	\$20 Consult Fee	Plan Shares: 70% You Share: 30%
OB/GYN	\$20 Consult Fee	Plan Shares: 70% You Share: 30%
Specialty Care	\$75 Consult Fee	Plan Shares: 70% You Share: 30%
Urgent Care	\$75 Consult Fee	Plan Shares: 70% You Share: 30%
Emergency Room^{1,2}	\$150 Consult Fee	\$300 Consult Fee
Section 2	Services Eligible After Meeting MSRA^{2,3}	
The services in Section 2 require you to meet your selected MSRA amount before your medical expenses are eligible for member sharing.		
Maternity⁴	Prenatal: Included Delivery: Included	Plan Shares: 70% You Share: 30%
Generic & Non-preferred Prescription	Discount No Cost Sharing	Not Eligible
Preferred Prescription⁵	Discount 50% Cost Sharing	Not Eligible
Mail Order Prescription⁵	Discount 75% Cost Sharing	Not Eligible
Inpatient Services⁶		
Hospitalization	Plan Shares: 80% You Share: 20%	Plan Shares: 70% You Share: 30%
Surgical⁷	Plan Shares: 80% You Share: 20%	Plan Shares: 70% You Share: 30%
Outpatient Services⁶		
Hospitalization	Plan Shares: 80% You Share: 20%	Plan Shares: 70% You Share: 30%
Surgical⁷	Plan Shares: 80% You Share: 20%	Plan Shares: 70% You Share: 30%

- Emergency room cost sharing is subject to review and is only meant for life-threatening situations. If at the time during the emergency room visit the member is admitted to the hospital, the \$150 consult fee will be applied to the MSRA.
- Hospitalization, surgery and emergency room services for pre-existing conditions have a 24-month waiting period. All other healthcare services for pre-existing conditions are eligible upon effective date.
- Pre-existing conditions: during the first 24 months of continuous membership, sharing is available up to \$20,000 of total medical expenses incurred for pre-existing conditions per plan year, only after a separate MSRA equal to two times your plan MSRA has been met. On the 25th month of continuous membership, the condition will no longer be subject to the preexisting condition sharing limitations.
- Maternity services are included at plan co-expense (plan pays 80% after MSRA in-network and 70% after MSRA non-network); unlimited for physician vaginal delivery; \$8,000 max for physician caesarean; \$50,000 max for complications of mother and child.
- Prescriptions are eligible for cost sharing through Rx Valet by the percentage shown once a separate prescription MSRA of \$1,500 has been met. Members are required to pay prescription cost out of pocket before submitting receipts. There is a maximum reimbursement of \$4,000 per plan year.
- Imaging (CT scans, PET scans, MRIs); labs & diagnostics; x-rays and diagnostic imaging will be eligible at co-expense (plan pays 80% after MSRA in-network and 70% after MSRA non-network).
- Non-emergency surgical services are unavailable for the first two months for Gold. Surgical services do not include cosmetic surgery.
- Members under the age of 20 or full-time students ages 20 to 26 can qualify as a dependent.

Administrative and conditional fees: \$125 one-time enrollment fee. Add \$60 per member who smokes.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay.

STATEMENT OF BELIEFS

Because Trinity HealthShare, Inc. is a religious organization, members are required to agree with the organization's Statement of Beliefs:

1. We believe that our personal rights and liberties originate from God and are bestowed on us by God.
2. We believe every individual has a fundamental religious right to worship God in his or her own way.
3. We believe it is our moral and ethical obligation to assist our fellow man when they are in need, according to our available resources and opportunity.
4. We believe it is our spiritual duty to God and our ethical duty to others to maintain a healthy lifestyle and avoid foods, behaviors, or habits that produce sickness or disease to ourselves or others.
5. We believe it is our fundamental right of conscience to direct our own healthcare, in consultation with physicians, family, or other valued advisor.

LEGAL NOTICES

The following legal notices are required by state regulation, and are intended to notify individuals that health care sharing ministry plans are not insurance, and that the ministry does not provide any guarantee or promise to pay your medical expenses.

GENERAL LEGAL NOTICE

This organization facilitates the sharing of medical expenses but is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Sharing is available for all eligible medical expenses; however, this program does not guarantee or promise that your medical bills will be paid or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary. As such, this program should never be considered as a substitute for an insurance policy. Whether you or your provider receive any payments for medical expenses and whether or not this program continues to operate, you are always liable for any unpaid bills. This health care sharing ministry is not regulated by the State Insurance Departments. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

STATE SPECIFIC NOTICES

Alabama Code Title 22-6A-2

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Arizona Statute 20-122

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and the ministry's guidelines and plan of operation are not an insurance policy. Whether anyone chooses to assist you with your medical bills will be completely voluntary because participants are not compelled by law to contribute toward your medical bills. Therefore, participation in the ministry or a subscription to any of its documents should not be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this ministry continues to operate, you are always personally responsible for the payment of your own medical bills.

Arkansas Code 23-60-104.2

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor plan of operation is an insurance policy. If anyone chooses to assist you with your medical bills, it will be totally voluntary because participants are not compelled by law to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive a payment for medical expenses or if this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Florida Statute 624.1265

Trinity HealthShare, Inc. is not an insurance company, and membership is not offered through an insurance company. Trinity HealthShare, Inc. is not subject to the regulatory requirements or consumer protections of the Florida Insurance Code.

Georgia Statute 33-1-20

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Idaho Statute 41-121

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance.

STATE SPECIFIC NOTICES (CONTINUED)

Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Illinois Statute 215-5/4-Class 1-b

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation constitute or create an insurance policy. Any assistance you receive with your medical bills will be totally voluntary. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Whether or not you receive any payments for medical expenses and whether or not this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Indiana Code 27-1-2.1

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor its plan of operation is an insurance policy. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization nor any other participant can be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Whether or not you receive any payments for medical expenses and whether or not this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Kentucky Revised Statute 304.1-120 (7)

Notice: Under Kentucky law, the religious organization facilitating the sharing of medical expenses is not an insurance company, and its guidelines, plan of operation, or any other document of the religious organization do not constitute or create an insurance policy. Participation in the religious organization or a subscription to any of its documents shall not be considered insurance. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization nor any participant shall be compelled by law to contribute toward your medical bills. Whether or not you receive any payments for medical expenses, and whether or not this organization continues to operate, you shall be personally responsible for the payment of your medical bills.

Louisiana Revised Statute Title 22-318,319

Notice: The ministry facilitating the sharing of medical expenses is not an insurance company. Neither the guidelines nor the plan of operation of the ministry constitutes an insurance policy. Financial assistance for the payment of medical expenses is strictly voluntary. Participation in the ministry or a subscription to any publication issued by the ministry shall not be considered as enrollment in any health insurance plan or as a waiver of your responsibility to pay your medical expenses.

Maine Revised Statute Title 24-A, §704, sub-§3

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Maryland Article 48, Section 1-202(4)

Notice: This publication is not issued by an insurance company nor is it offered through an insurance company. It does not guarantee or promise that your medical bills will be published or assigned to others for payment. No other subscriber will be compelled to contribute toward the cost of your medical bills. Therefore, this publication should never be considered a substitute for an insurance policy. This activity is not regulated by the State Insurance Administration, and your liabilities are not covered by the Life and Health Guaranty Fund. Whether or not you receive any payments for medical expenses and whether or not this entity continues to operate, you are always liable for any unpaid bills.

Mississippi Title 83-77-1

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment of medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Missouri Section 376.1750

Notice: This publication is not an insurance company nor is it offered through an insurance company. Whether anyone chooses to assist you with your medical bills will be totally voluntary, as no other subscriber or member will be compelled to contribute toward your medical bills. As such, this publication should never be considered to be insurance. Whether you receive any payments for medical expenses and whether or not this publication continues to operate, you are always personally responsible for the payment of your own medical bills.

Nebraska Revised Statute Chapter 44-311

IMPORTANT NOTICE. This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the Nebraska Department of Insurance. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

New Hampshire Section 126-V:1

IMPORTANT NOTICE: This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the New Hampshire Insurance Department. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

North Carolina Statute 58-49-12

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor its plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be voluntary. No other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally liable for the payment of your own medical bills.

Pennsylvania 40 Penn. Statute Section 23(b)

Notice: This publication is not an insurance company nor is it offered through an insurance company. This publication does not guarantee or promise that your medical bills will be published or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary. As such, this publication should never be considered a substitute for insurance. Whether you receive any payments for medical expenses and whether or not this publication continues to operate, you are always liable for any unpaid bills.

South Dakota Statute Title 58-1-3.3

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payments for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Texas Code Title 8, K, 1681.001

Notice: This health care sharing ministry facilitates the sharing of medical expenses and is not an insurance company, and neither its guidelines nor its plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the ministry or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this ministry continues to operate, you are always personally responsible for the payment of your own medical bills. Complaints concerning this health care sharing ministry may be reported to the office of the Texas attorney general.

Virginia Code 38.2-6300-6301

Notice: This publication is not insurance, and is not offered through an insurance company. Whether anyone chooses to assist you with your medical bills will be totally voluntary, as no other member will be compelled by law to contribute toward your medical bills. As such, this publication should never be considered to be insurance. Whether you receive any payments for medical expenses and whether or not this publication continues to operate, you are always personally responsible for the payment of your own medical bills.

Wisconsin Statute 600.01 (1) (b) (9)

ATTENTION: This publication is not issued by an insurance company, nor is it offered through an insurance company. This publication does not guarantee or promise that your medical bills will be published or assigned to others for payment. Whether anyone chooses to pay your medical bills is entirely voluntary. This publication should never be considered a substitute for an insurance policy. Whether or not you receive any payments for medical expenses, and whether or not this publication continues to operate, you are responsible for the payment of your own medical bills.

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Trinity Dental Care gives you exactly what you need to maintain your overall dental health, whatever your budget or lifestyle.

Designed for persons who offer you a choice of low-cost everyday medical needs, b

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**GET A FREE
QUOTE**

Why More People Are Choosing Alera Healthcare

Alera Healthcare is a unique healthcare organization because it offers alternative health plans and options that most health insurance companies do not. Take responsibility for your healthcare needs — let us guide you through the process of healthcare.



An Affordable Alternative

Individual & Family plans offered at the lowest possible cost by providing healthcare based on a community of sharing and accountability



Nationwide Providers

Aliera offers one of the largest networks to its members in the country with over 1 million providers nationwide to service your needs



Healthcare Cost Sharing

Healthcare based on a community of likeminded persons sharing medical expenses to lower the cost of healthcare for individuals and families



Advanced Medical Care

Every plan from Aliera includes the convenience of a doctor 24/7/365 without the need for an appointment or having to miss work



Low Cost Healthcare Options

Aliera offers a wide variety of plans that

cost share the medical issues you are most concerned about at a great price—choose from 4 levels of care



Free Telemedicine

All Alera members get access to our free FirstCall Telemedicine services 24/7/365, so you can get real answers from the convenience of your home

[START YOUR FREE QUOTE](#)

Individual & Family Plans

Comprehensive Plans

Standard (Everyday) Plans

Catastrophic Plans

Interim Medical

Supplemental Plans

Employer Plans

Minimum Essential Coverage

Plans

Minimum Value Plans

Voluntary Benefits

Network

Data Rx Prescription Price Tool

Dental (Dentemax)

Quest Diagnostics Lab Stations

Resources

Brokers & Agents

Members

Employer Login

Training Center

Careers



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Organizational Structure

Texas Department of Insurance

February 25, 2019

- Aliera Healthcare, Inc. (“Aliera”) is a Delaware Corporation headquartered in Atlanta, Georgia.
- Aliera is a closely held corporation, and the majority shares of the corporation are held by Ms. Shelley Steele, who maintains ownership of over 80% of the outstanding shares of the corporation.
- Aliera is best described as:
 - *A marketing program manager who provides full service administration of health care plans through multiple non-insurance products designed to reduce the burden of health care cost to individuals, families and businesses.*
- The description above has been always been true of the Aliera organization, although the corporation has been through several transformations as it has matured and adapted to the evolving health care market.

Alera's Bifurcated Business Model



Alera Healthcare, Inc.

Individual

Health Care
Sharing Ministry

Group

Self-Funded
(ERISA)

Alera Healthcare, Inc.



From the “About Us” page of the Alera Healthcare, Inc. website:

Your Healthcare Partner

Alera Healthcare is an innovative healthcare organization offering both traditional healthcare and health sharing plans, which are an alternative to traditional insurance. At the core of Alera plans is a concentration on the patient using our “Core 4” Patient Centered Medical Home Model of Care. Employer Group plans range from ACA compliant ‘Minimum Essential Coverage’ to Self-Funded Minimum Value Plans. Our Individual plans are supported by our Healthcare Sharing Ministry Partner, Trinity HealthShare.

This has been the company’s “elevator speech” description of their business model for the past few years, with little modification over time as the company has matured and transformed.

Break Down

Aliera Healthcare is an innovative healthcare organization offering both **[traditional healthcare]** and **[health sharing plans]**, which are an alternative to traditional insurance.

The term “traditional healthcare” could be interpreted to mean fully insured major medical health care coverage. It describes Employer Health Plans provided on a self-funded basis under ERISA rule making and authority.

At the core of Aliera plans is a concentration on the patient using our **["Core 4" Patient Centered Medical Home Model of Care.]**

Although Aliera abandoned the DPCMH model in early 2018, the Primary Care components of the Health Care Sharing Ministry plans are still designed based on the U.S. Preventive Services Task Force A&B Recommendations for preventive care, which was also the baseline for the DPCMH plan components. This description should be updated until such time as Aliera is able to support a fully compliant DPCMH program with the appropriate level of provider availability.

Break Down

Employer Group plans range from ACA compliant [**Minimum Essential Coverage**] to Self-Funded Minimum Value Plans.

Aliera offers an AlieraOne plan design that satisfies the employer requirement for Minimum Value plans, as well as self-funded and level-funded minimum essential coverage plans that satisfied the Individual requirement for minimum essential coverage.

AlieraOne provides the plan design; the Employer is underwritten using this plan design. Employer is also underwritten by ECM Solutions of North Carolina for a Stop Loss policy issued by Gerber.

Our Individual plans are supported by our [**Healthcare Sharing Ministry**] Partner, Trinity HealthShare.

This statement is accurate. The Individual and Family plans have health care sharing components through agreement with Trinity, as well as Discount Rx and Telemedicine components provided by Aliera through agreements with 3rd party vendors.

Aliera is responsible for the collection of monthly sharing contributions from the members.

- Aliera receives the funds and then distributes the funds to Aliera and Trinity accounts, in accordance with the Agreement.
- Aliera retains their administrative fees and the fees that will be directed to other 3rd party providers for Telemedicine and Diagnostics and Labs.
- Medical Sharing portion is deposited to a Trinity controlled deposit account
 - Detailed sharing contributions are annotated in a ShareBox database which tracks a detailed ledger of the contributions of each member, and transfers funds from one member to another when there is an eligible sharing request.

Health Care Sharing Funds Flow



Stop Loss



Employer
(Self-Funded)

AlieraOne Plan Design

Employer

Stop Loss*
Specific and Aggregate

* Stop Loss is underwritten by ECM Solutions of North Carolina and issued to the Employer by Gerber

Contact Information



Contact Information		
Aliera Healthcare, Inc.	Sheppard Mullin	Nelson Taplin Goldwater
Reba J. Leonard Vice President, Compliance and Regulatory Affairs (404) 618-0602, Extension 1803	Dwight Francis Partner (469) 391-7406	Danny Saenz Director & Senior Vice President, Business Development (512) 431-4587
Office Address 15301 Dallas Pkwy, Ste 920 Addison, TX 75001	Office Address 2200 Ross Avenue 24th Floor Dallas, TX 75201	Office Address 1555 Palm Beach Lakes Blvd, Ste 1510 West Palm Beach, FL 33401
Corporate Address 990 Hammond Dr., Ste 700 Atlanta, GA 30328		

MANAGEMENT AND ADMINISTRATION AGREEMENT

This Management and Administration Agreement (the "Agreement") is effective as of August 13, 2018 (the "Effective Date") by and between Alera Healthcare, Inc., a Delaware corporation ("Alera"), and Trinity HealthShare, Inc., a Delaware nonprofit corporation ("Trinity"). Alera and Trinity are sometimes referred to collectively as the "Parties," and each individually as a "Party".

WHEREAS, Alera develops and markets healthcare products as an alternative to traditional health insurance, with some products containing a health care sharing ministry component:

WHEREAS, Alera is a program manager for health care sharing ministry plans, responsible for the development of plan designs, pricing, and marketing materials, vendor management, and recruitment and maintenance of a national sales force to market plans, including accounting and management of sales commissions to authorized marketing representatives on behalf of the ministry;

WHEREAS, Alera also provides administrative services that include system administration for both membership processing systems and member ShareBox databases, enrollment processing, billing and collection of monthly share amounts from health care sharing members, maintenance of membership records, management of third party administrators responsible for the processing of medical claims forms and determining sharing eligibility, and issuance of payment to members and providers, as well as providing and maintaining an inbound call center for member services, website development and maintenance, and usual and customary management functions such as Finance, Compliance, Human Resources, Marketing, Privacy, Data Security, and Information Technology;

WHEREAS, Trinity has filed the Form 1023 with the Internal Revenue Service (the "IRS") for recognition of exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, and wishes to enter into this Agreement allowing Alera to include Trinity's healthcare sharing ministry program (the "HCSM") as a component of an existing healthcare plan which Alera offers, or as a new healthcare plan which Alera will offer, to the general public (any plan containing or consisting of the HCSM, a "Plan"), which Plans are listed on **Exhibit A** (as may be amended from time to time);

WHEREAS, Alera has the exclusive right to design, market and sell the HCSM to its existing members and prospective members and to provide enrollment and other administrative services relating to the HCSM, and to market the Plans, which Plans will not include insurance products and cannot be bundled with insurance;

WHEREAS, Trinity currently has no members in its HCSM, and the Parties intend that the members who enroll in the Plans become "customers" of Alera, and that Alera maintain ownership over the "Membership Roster," which shall include the name, contact information, social security number, type of Plan and agent information (if applicable), among other necessary information, for each member who enrolls in the Plans.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and conditions contained herein, the Parties agree as follows:

1. Description of Services; Rights and Duties

a. **Exclusive Rights.** Trinity grants to Alera an exclusive license to develop, market and sell the HCSM plans to individuals in the public markets who will acknowledge the standard of beliefs and other requirements as deemed necessary by Trinity, and agreed upon by Alera. Alera has the right to use all distribution channels for such marketing and sales; provided, however, that Alera shall not permit brokers, field agents, general agencies or call centers to combine any insurance products with the HCSM.

b. **Product Development.** Alera will be responsible for plan design (defining the schedule of medical services eligible for sharing), and pricing of the Plans. Alera has the right, at its sole discretion, to develop and market the HCSM (the schedule of medical services eligible for sharing under the HCSM) with other non-insurance health care products that are developed and managed by Alera as an "Alera Product" and included in the same Plan. Alera also has the sole right and discretion to determine whether a Plan also includes one or more Alera Products.

c. **Marketing.** Alera will (i) create any and all marketing materials used to market the Plans pursuant to this Agreement, and (ii) market and sell, through its authorized representatives, the Plans (the "Services"). Trinity authorizes Alera and its authorized marketing representatives to discuss with potential members the prices, terms and conditions for the HCSM, and to provide explanations of the HCSM. Alera, and its authorized marketing representatives will provide information to potential members regarding the faith and lifestyle requirements for the HCSM, as well as information necessary for potential members to understand that the Plans are not insurance.

d. **Enrollment; Acceptance of Subscriptions of Members; Ownership of Membership Roster.** Alera (or its representatives or agents) will enroll new members in the Plans. Alera is authorized to accept any enrollment from members in the Plans in its sole discretion. Alera acknowledges and understands that, in order for members to qualify for participation in a healthcare sharing ministry, Alera may only accept subscriptions from members who will acknowledge the standard of beliefs and other requirements as deemed necessary by Trinity and agreed upon by Alera. Trinity acknowledges and agrees that, because Alera is the sole party developing and marketing the Plans (including the HCSM component) and making the sole effort to develop members, Alera has exclusive ownership rights to the Membership Roster, and Trinity is not authorized to contact any members or use any information contained in the Membership Roster for any purpose without the prior written consent of Alera.

e. **Changes by Members.** Members who are enrolled in any Plan are permitted to change components of Plans as directed by Alera. Alera is authorized, in its sole discretion, to transfer members to different Plans if members request such change in writing, and may substitute any component of a Plan, including the HCSM, upon notice to the members of any Plan. Alera will notify Trinity when it has made a substitution of the HCSM component of a Plan at a member's request.

f. Medical Expense Processing. Alieria will enter into a third party administrative services agreement with a third party administrator, which may be an affiliate of Alieria (the "TPA"), pursuant to which the TPA provides account management and medical expense processing services for the Plans, as specifically described in such agreement. So long as such agreement or other similar agreement is in effect, Alieria shall have no obligation to provide account management and medical expense processing services for the HCSM. In addition, Alieria may engage other third party administrative service providers in connection with the Plans or this Agreement. In addition, Alieria may direct the TPA to use the services of other providers or service providers in order to enhance members' experiences, contain costs, or provide services that the TPA may not be qualified to provide.

g. Medical Expense Funding. Alieria and Trinity agree that each Party will distribute amounts to the ShareBox account for members to fund future member medical expense payments in accordance with Exhibit B attached hereto. The Parties may amend Exhibit B without amending this Agreement.

h. Financial Reporting. Trinity is responsible for providing and paying for accounting staff to support the financial operations necessary for the HCSM. Trinity hereby delegates this responsibility to Alieria, and Alieria agrees to provide such accounting staff and financial operations support, including monthly financial and membership reporting, audit support and Form 990 tax filing support as part of the Services.

i. Tax Filings; Audits. The Parties agree to have simultaneous Audits performed by the same mutually agreed upon audit firm for each calendar year end. This cooperation to engage certified public accountants and auditors is specifically encouraged to timely prepare and file Trinity's Form 990s and perform required audits relating to the HCSM, as required (including required time frames) under IRS rules applicable to 501(c)(3) organizations and health care sharing ministries. Each Party is responsible for its own expenses in connection with any tax filings or audits. Each Party shall make available to the certified public accountants and auditors, upon reasonable and advance request, all books and records required to be reviewed in connection with any tax filings or audits.

j. Compliance with Non-Profit Laws. Trinity has the sole responsibility to determine the requirements applicable to it as a non-profit organization.

k. Trinity Board. The board of directors of Trinity shall be selected by Trinity. At all times during the Term of this Agreement, no more than one-third of the board of directors of Trinity will consist of directors who are current directors, officers, employees, agents or stockholders of Alieria. Trinity has the sole responsibility and obligation to determine when board actions are required, and Alieria has no responsibility to assist or advise Trinity regarding any of its internal governance matters. Notwithstanding the foregoing, the Trinity board shall not take any actions that will cause it to violate this Agreement, Alieria's rights under this Agreement, or negatively affect the interests of the members of the Membership Roster.

2. Intellectual Property

a. License of Trinity Name. Trinity hereby grants to Alera a non-exclusive, non-transferable, and non-sublicensable license to use Trinity's trademarks, logos, and other brand indicia (collectively, "**Brand Indicia**") of Trinity (the "**Trinity Marks**") during the Term, on or in connection with the marketing, promotion, advertising, and sale of the Plans. Upon reasonable written request from Trinity, Alera will discontinue the display or use of the Trinity Marks or change the manner in which one or more Trinity Marks are displayed or used, provided that Alera shall have no obligation to destroy existing inventory of materials as a result of a change in the Trinity Marks, but only to replace such inventory with the revised versions of the Trinity Marks when such inventory is depleted. Alera acknowledges and agrees that any and all goodwill arising as a result of Alera's use of the Trinity Marks shall inure to the benefit of Trinity, and Alera acquires no rights in or to the Trinity Marks other than the license specifically set forth in this Agreement. Trinity shall not have a right or license to use the Alera Brand Indicia.

b. Intellectual Property Defined. "**Intellectual Property**" means any and all methods, processes, procedures, inventions (regardless of patentability), ideas, designs, concepts, technique, discoveries, improvements, software code, algorithms, works of authorship, work product or moral rights, as well as any trademarks, service marks, copyrights, copyright applications, rights in copyrightable works, trade secrets, know-how and other confidential or proprietary information, patents, patent applications, any divisionals, continuations, continuations-in-part, reissues, extensions, or reexaminations thereof, and any other intellectual property rights or other proprietary rights in any country or jurisdiction throughout the world.

c. Background Intellectual Property. "**Background IP**" means any Intellectual Property conceived, developed, created or discovered prior to or outside the scope of this Agreement.

d. Trinity Intellectual Property. Subject only to the rights expressly granted in this Agreement, Trinity owns and shall retain ownership of all Trinity Background IP. In addition, subject only to the rights and licenses expressly granted in this Agreement, Trinity will solely own all right, title and interest in any Intellectual Property conceived, developed, created or discovered solely by Trinity personnel or contractors in the performance of this Agreement (the "**Trinity Intellectual Property**").

e. Alera Intellectual Property. Subject only to the rights expressly granted in this Agreement, Alera owns and shall retain ownership of all Alera Background IP. In addition, subject only to the rights and license granted in this Agreement, Alera will solely own all right, title and interest in any Intellectual Property conceived, developed, created or discovered solely by Alera personnel or contractors in the performance of this Agreement (the "**Alera Intellectual Property**"). Without limiting the foregoing, Alera Intellectual Property shall specifically include all plan designs, marketing materials, plan concepts, pricing structure, the Membership Roster, software systems to manage said plans and all Intellectual Property associated with the plans designed and implemented by Alera, even if said items bear the Brand Indicia or Trinity Marks. Neither the use of the Brand Indicia nor the Trinity Marks in the Alera Background IP or the Alera Intellectual Property will grant Trinity any rights in or to the Alera Background IP or the

Aliera Intellectual Property other than the ownership in and to the Brand Indicia and the Trinity Marks that Trinity holds as Trinity Background IP.

f. Joint Intellectual Property. Trinity and Aliera will jointly own any and all Intellectual Property conceived, developed, created or discovered jointly by personnel or contractors of both Trinity and Aliera (the "Joint Intellectual Property"). Aliera and Trinity will coordinate with each other to determine whether it is appropriate to file for any intellectual property protections for the Jointly Developed Intellectual Property, and both Aliera and Trinity will each have the right to exploit the Jointly Intellectual Property without accounting to the other, provided that such exploitation does not violate other provisions of this Agreement.

g. No Other Licenses. For the avoidance of doubt, other than the express licenses granted by this Agreement, none of the Parties grant any rights or licenses to their Intellectual Property, by implication, estoppel, or otherwise, to the other Parties.

3. Revenue and Expenses; Payments

a. Revenues and Expenses. Trinity and Aliera have agreed to apportion the total revenues received from the member share contribution amounts and the vendor fees associated with the Plans in accordance with Exhibit B attached hereto, which may be amended from time to time as agreed to by the Parties (the "Revenue and Expense Structure"). For clarity, the Parties may amend the Revenue and Expense Structure by amending Exhibit B only, without amending this Agreement. No person who is a "disqualified person" under IRS rules and regulations will be paid any fees by the other Party.

b. Enrollment Fees. Trinity will receive \$25 for each application to be paid from each member's enrollment fees (the "Member Enrollment Fees") in any of the Plans.

c. Member Payments. All member share contributions (the monthly share amount that each member contributes for each of the Plans) and Member Enrollment Fees will be first paid directly to a banking account in the name of Aliera. Aliera will transfer the funds attributable to the HCSM portion of the Plans into a banking account in the name of Trinity, which funds will be the net amount after any payments due from Trinity, in accordance with the Revenue and Expense Structure and the Share Box Contribution, have been distributed by Aliera. Aliera will provide Trinity with a report within 15 days of the end of each month showing the amounts attributable in that month to the HCSM portion of the Plans, and the deductions made from such amounts in accordance with the Revenue and Expense Structure.

d. Payments. Pursuant to resolutions of the board of directors of Trinity, Aliera is an authorized signatory, and is authorized to make payments from, each and all banking accounts opened in Trinity's name in connection with this Agreement. Aliera is authorized to make, or cause to be made, deposits into, and payments from, such Trinity banking accounts, in accordance with the Revenue and Expense Structure.

4. **Representations and Warranties**

Each Party represents and warrants to the other that (i) it has the full authority and power to enter into and fully perform this Agreement; (ii) neither the execution nor delivery of this Agreement, nor such Party's performance of any obligations under this Agreement, will conflict with or violate any other license, agreement or commitment by which such Party is bound; and (iii) it will perform its obligations under this Agreement in compliance with all applicable laws and regulations.

5. **Termination**

a. **Term.** This Agreement shall become effective on the Effective Date and shall continue in force until the fifth (5th) anniversary of the Effective Date (the "**Initial Term**"), and will automatically, without further action by either Party, renew for an additional five (5) years ("**Renewal Term**"), and each Renewal Term together with the Initial Term, the "**Term**"), unless either Party delivers to the other Party written notice of its intent not to renew at least 270 days prior to the expiration of the Initial Term or the then current Renewal Term, as applicable.

b. **Termination Upon Default.** Either Party may terminate this Agreement, effective on written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

i. Materially breaches this Agreement, and either such material breach is incapable of cure or, if curable, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach;

ii. Becomes insolvent or admits its inability to pay its debts generally as they become due, makes a general assignment for the benefit of creditors, voluntarily enters into an proceeding under any bankruptcy or insolvency law, becomes involuntarily subject to any such proceeding which is not dismissed or vacated within 45 days after filing, or has a receiver or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

iii. Is dissolved or liquidated or takes any corporate action for such purpose.

c. **Post-Termination Matters.** Neither Party shall incur any liability to the other by reason of the termination of this Agreement or its non-renewal; provided, however, that the termination of this Agreement for any reason shall not terminate any rights, obligations or liabilities which either Party may accrue prior to such expiration or termination. Upon valid termination of this Agreement, all rights and authority granted hereunder shall immediately terminate (except as provided below), and the Parties will promptly destroy or return all materials in its possession which belong to the other Party, including any and all confidential information which may have come into its possession as well as any and all materials bearing the Brand Indicia or containing the Intellectual Property of the other Parties. In the event of any termination of this Agreement, Sections 1(d), 7, 8 and 9 will survive in accordance with their terms.

d. **Active Members.** Upon termination of this Agreement in accordance with this Section, any existing member enrolled in a Plan will remain active and continue to be serviced by Alera until the member requests cancellation of the Plan.

6. **Indemnification & Limitations**

a. **Indemnification.** Each party shall agree to defend, hold harmless and expeditiously indemnify the other party of and from any and all liability, claim, loss, damage, or expense arising from or in connection with the indemnifying Party's breach or violation of any representation, warranty or covenant contained in this Agreement (if such breach of representation, warranty or covenant is decided by a court of competent jurisdiction, arbitration or by admission of either party), including reasonable attorneys' fees and expert witness fees and other reasonable costs incurred in the defense of any legal proceeding asserting such a claim.

b. **Limitations.** EXCEPT FOR (i) A PARTY'S BREACH OF ITS CONFIDENTIALITY AND NON-SOLICITATION OBLIGATIONS SET FORTH IN SECTION 7 AND (ii) A PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE THIS SECTION DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY (INCLUDING DEATH), OR PHYSICAL DAMAGE TO TANGIBLE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT AS PROVIDED FOR A BREACH OF SECTION 7 (CONFIDENTIALITY AND NON-SOLICITATION OBLIGATIONS) OR EXCEPT AS PROVIDED UNDER SECTION 6 (INDEMNITY OBLIGATIONS), IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH, ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED \$5,000 (USD). THE PARTIES AGREE THAT THE LIMITATION SPECIFIED IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. **Confidential Information; Non-Solicitation**

a. **Confidential Information.**

i. **Definition.** From time to time during the Term of this Agreement, either Party (in such capacity, the "Disclosing Party") may, but is not hereby obligated to, disclose or make available to the other Party (in such capacity, the "Receiving Party") proprietary information of the Disclosing Party, including information about its business, products and services, ownership structure, financial condition, operations, assets, liabilities, business plans, Alera Intellectual Property, information that it deems a trade secret under applicable law, third-party confidential information in the Disclosing Party's possession or under its control, and other sensitive or proprietary information, and all notes, documents and other materials prepared by the Receiving Party that contain, reflect or are based upon any such information described above, in each case whether orally or in

writing, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").

ii. Exclusions. Confidential Information shall not include information that, at the time of disclosure and as established by the Receiving Party by documentary evidence: (i) was already possessed by the Receiving Party prior to its being obtained in connection with the Services, free of other confidentiality obligations to the Disclosing Party, (ii) has become generally available to the public other than as a result of disclosure by the Receiving Party or any of its affiliates or representatives, or (iii) has become available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, where the Receiving Party has no knowledge, after reasonable inquiry, that the source owes any confidentiality obligation to the Disclosing Party.

iii. HIPAA. Trinity acknowledges that Alera may determine, with advice of counsel, that Alera is subject to (i) the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164, and any subsequent amendments or modifications thereto, and (ii) the HITECH Act, and regulations promulgated thereunder, and any subsequent amendments or modifications thereto (together, "HIPAA"). As such, Trinity shall not use PHI (as defined below) in any manner except for the purpose of performing functions, activities, or services pursuant to the Agreement; provided, however, that Trinity shall not use PHI in any manner that would constitute a violation of HIPAA if so used by Alera. Trinity may use PHI: (i) for the proper management and administration of Trinity; (ii) to carry out the legal responsibilities of Trinity; or (iii) as required by 45 CFR § 164.103. "PHI" shall have the meaning set forth in 45 CFR § 160.103, including, without limitation, any information, whether oral, electronic or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

iv. Duties. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; shall not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise the Receiving Party's rights or to perform its obligations under this Agreement; and shall not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement.

v. Obligation for Representatives. The Receiving Party shall be responsible for any breach of this Section 7(a) caused by any of its representatives. At the Disclosing Party's written request, the Receiving Party shall promptly return, and shall require its

representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. The Disclosing Party's Confidential Information shall be protected throughout the Term of this Agreement and for five (5) years following termination of this Agreement.

b. **Non-Solicitation.** During the Term and for two (2) years after, each Party shall not, and shall not assist any other person to, directly or indirectly, recruit or solicit for employment or engagement as an independent contractor any person then or within the prior six (6) months employed or engaged by the other Party.

c. **Remedies.** In addition to all other remedies available hereunder or otherwise at law, each party may seek equitable relief (including injunctive relief) against the other party and its representatives to prevent the breach or threatened breach of Section 7 of this Agreement and to secure enforcement thereof, without need to prove actual damages or to post bond or other security.

8. Governing Law; Venue; Waiver of Jury Trial

This Agreement shall be enforced, governed and construed in accordance with the laws of the State of Georgia, without regard to its principles governing the conflict of laws. Any judicial proceedings brought by either Party hereto must be brought in either the state or (if jurisdiction can be acquired) federal courts located in Fulton County, Georgia, and each Party consents to such venue serving as the exclusive venue for any such actions.

THE PARTIES HEREBY IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

9. Miscellaneous

a. **No Joint Venture.** The relationship of the Parties is that of independent contractors. This Agreement does not give either Party the power to direct the day to day activities of the other, constitute the Parties as partners, joint venturers, co-owners or principal-agent, or allow either Party to create or assume any obligation on behalf of the other Party.

b. **Records.** The Parties agree to maintain all documents and records relating to members in the Plans for the earlier of five (5) years following the (i) cancelation of such member's enrollment in any Plan, or (ii) termination of this Agreement. Each Party agrees to permit the other Party (at the requesting Party's sole expense) to have reasonable access, at reasonable times and in a manner so as not to unreasonably interfere with normal business operations, to such documents and records so as to enable each Party to prepare tax, financial or court filings or reports, to respond to court orders, subpoenas or inquiries, investigations, audits or other proceedings of governmental authorities and to prosecute and defend legal actions or for other like purposes.

c. Assignment. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the parties. No Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, and any purported assignment by any Party in violation of this provision will be null and void. Notwithstanding the foregoing, a Party may assign this Agreement to a person or entity that controls, is controlled by, or is under common control with the Party. A Party agrees to provide the other Party with at least 60 days' prior written notice in the change of ownership, control, substantial change in management or management rules and regulation of operations.

d. Severability. If any provision of this Agreement is determined by a court to be unenforceable, then the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be deleted from this Agreement, and the remainder of the Agreement will continue in effect.

e. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all and any prior understandings, undertakings and promises between Trinity, and Alera whether oral or in writing.

f. Joint Negotiation. The Parties have participated jointly in the negotiation and drafting of this Agreement. The Parties contemplate that this Agreement will be construed as having been drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any party based upon the authorship of any provision hereof. Trinity acknowledges that Alera's legal counsel does not represent and has not represented Trinity in connection with, including the negotiation of, this Agreement, and that it had the opportunity to retain its own counsel in connection with this Agreement.

g. Notices. Any notice, request or consent required or permitted hereunder must be in writing and will be deemed to have been received when hand delivered, when sent by email or fax (upon electronic confirmation of error-free delivery), one day after being sent by nationally recognized overnight courier, costs prepaid, or three days after being sent by certified or registered U.S. mail, return receipt requested, postage prepaid, in any case addressed to the recipient at its contact information listed below (or at such other address as the applicable party may designate by notice hereunder to the other parties):

To: Trinity HealthShare, Inc.
5901 Peachtree Dunwoody Rd., Suite C 160
Atlanta, GA 30328
Attn: William H. Thead, III, Chairman

To: Alera Healthcare, Inc.
990 Hammond Drive
Suite 700
Atlanta, Georgia 30328
Attn: Chase Moses, Executive Vice President

h. No Waiver. No failure or delay by any party to exercise any right under this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

i. Multiple Parts. This Agreement may be signed in counterparts, by facsimile and electronic signatures, and by signatures delivered electronically, each of which will be deemed an original and all of which together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

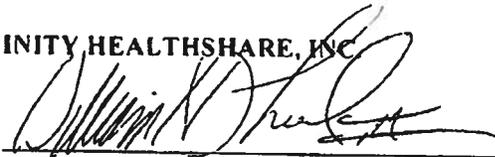
IN WITNESS, WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement under seal as of the date first written above.

ALIERA HEALTHCARE, INC.

By: 

Name: Chase Moses
Title: Executive Vice President

TRINITY HEALTHSHARE, INC

By: 

Name: William Thead, III
Title: Chairman

EXHIBIT A
List of Plans

AlieraCare contains both Aliera and Trinity healthcare components

Interim Care contains both Aliera and Trinity healthcare components

CarePlus contains Trinity healthcare components only

Trinity Dental and Vision - contains Trinity healthcare components only

PrimaCare contains Trinity healthcare components only

AD&D - TBD

Critical Illness - TBD

Accident TBD

Hospital Indemnity - TBD

EXHIBIT B

Revenue and Expense Structure

Pursuant to that Management and Administration Agreement dated as of August 13, 2018, by and between Alera and Trinity, the parties agree that the revenues received from the Plans, and the costs and expenses associated with the Plans, shall be allocated to each of Alera and Trinity as set forth below or attached, until amended or changed by mutual agreement of the parties. Alera will obtain a valuation from an independent appraiser to ensure the payments from Trinity to Alera for Alera's services under the Agreement are fair market value for purposes of Internal Revenue Service (IRS) rules and regulations governing excess benefit transactions in connection with non-profit organizations. Payments from Trinity to Alera for reimbursement of vendor costs will not be considered payment of services to Alera.

AleraCare & InterimCare

Trinity acknowledges and agrees that Alera will receive and retain 65% of the total member share contribution for each primary member of each of the AleraCare and Interim Care plans (the "Total Side by Side MSC") for the Alera components of each plan and as payment for the Services.

Trinity will receive 35% of the Total Side by Side MSC (the "Trinity MSC"). Trinity will reimburse Alera, from such amount, the following fees in the following percentages for Alera's payment of vendor cost for the AleraCare and Interim Care plans, as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Side by Side Products	% of Trinity MSC
Alera Mgmt Fee General Overhead Ops Labor Internal Sales	19.6%
Commissions	30.0%
TPA Fees	2.6%
Provider Network (Multi Plan)	1.2%
Telemedicine	0.8%
Total Reimbursement	54.2%
ShareBox Contribution Side by Side Products	% of Trinity MSC
ShareBox Member Reserve	44.3%

CarePlus

The Parties agree that Trinity will receive 100% of the total member share contribution for each primary member of each of CarePlus plans (the "MSC"), and potentially in the future, for the Hospital Indemnity, Critical Illness and AD&D Plans contemplated under Exhibit A. Trinity will reimburse Alera, from such amount, the following fees in the following percentages for Alera's payment of vendor cost for the CarePlus plans (and potentially in the future, for the Hospital

Indemnity, Critical Illness and AD&D Plans), as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Stand Alone products	% of MSC
Aliera Mgmt. Fee General Overhead Ops Labor Internal Sales	20.0%
Commissions	35.0%
TPA Fees	2.5%
Provider Network (Multi Plan)	1.2%
Telemedicine	1.0%
Total Reimbursement	59.7%
Share Box Contribution Stand Alone Products	% of MSC
Share Box Member Reserve	35%

PrimaCare

The Parties agree that Trinity will receive 100% of the total member share contribution for each primary member of each of PrimaCare (the "PrimaCare MSC"). Trinity will reimburse Aliera, from such amounts, the following fees in the following percentages for Aliera's payment of vendor cost for the PrimaCare plans, as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Stand Alone products	% of PrimaCare MSC
Aliera Mgmt. Fee General Overhead Ops Labor Internal Sales	30.0%
DPCMH Concierge Services	15.5%
Commissions	40.0%
TPA Fees	2.5%
Provider Network (Multi Plan)	1.2%
Telemedicine	1.0%
Total Reimbursement	90.20%
Share Box Contribution Stand Alone Products	% of PrimaCare MSC
Share Box Member Reserve	8.3%

Dental

The Parties agree that Trinity will receive 100% of the total member share contribution for each primary member of each of Dental plans (the "Dental MSC"). Trinity will reimburse Aliera, from such amount, the following fees in the following percentages for Aliera's payment of vendor cost for the Dental plans, as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Stand Alone products	% of Dental MSC
Aliera Mgmt. Fee General Overhead Ops Labor Internal Sales	30.0%
Commissions	40.0%
TPA Fees	2.5%
Provider Network (Multi Plan)	10%

Total Reimbursement	82.5%
Share Box Contribution Stand Alone Products	% of Dental MSC
Share Box Member Reserve	15%

Vision

Further, the Parties agree that Trinity will receive 100% of the total member share contribution for each primary member of the Vision plans (the "Vision MSC"). Trinity will reimburse Aliera, from such amount, the following fees in the following percentages for Aliera's payment of vendor cost for the Vision plans, as well as distribute the following amounts to the ShareBox account to be used solely for member medical expense payments.

Program Expenses Stand Alone products	% of Vision MSC
Aliera Mgmt. Fee General Overhead Ops Labor Internal Sales	30.0%
Commissions	40.0%
TPA Fees	2.5%
Provider Network (Vision Fees)	10%
Total Reimbursement	82.5%
Share Box Contribution Stand Alone Products	% of Vision MSC
Share Box Member Reserve	15%

SOAH DOCKET NO. 454-19-4513.C
TDI CASE NOS. 11966, 19866, 19867, 19868, 19869, 19870, 19871

TEXAS DEPARTMENT OF INSURANCE,
Petitioner

v.

**ALIERA HEALTHCARE, INC., ANABAPTIST
HEALTHSHARE, UNITY HEALTHSHARE, LLC,
TRINITY HEALTHSHARE, INC., TIMOTHY C.
MOSES, SHELLEY STEELE, and CHASE MOSES,**
Respondents

BEFORE THE STATE OFFICE

OF

ADMINISTRATIVE HEARINGS

NOTICE OF HEARING

The Texas Department of Insurance seeks an order against Alieria Healthcare, Inc., Anabaptist Healthshare, Unity Healthshare, LLC, Trinity Healthshare, Timothy C. Moses, Shelley Steele, and Chase Moses (collectively, Respondents) to cease and desist all unauthorized insurance activity in the state of Texas pursuant to Subchapter D, Chapter 101 of the Texas Insurance Code. A public hearing will be held before an Administrative Law Judge on May 28-29, 2019, at 9:00 a.m. The hearing will take place at the State Office of Administrative Hearings, located in the William P. Clements Building, 300 W. 15th Street, 4th Floor, Austin, Texas, 78701.

Alieria Healthcare, Inc. is a for-profit corporation controlled by Shelley Steele and her husband, Timothy Moses, who has a felony conviction of securities fraud and perjury. Timothy Moses was sentenced to 78 months incarceration and ordered to pay more than \$1 million in restitution to his victims.

TDI alleges that Alieria and the other Respondents claim to be a health care sharing ministry to avoid state regulation and sell health plans that provide little or no coverage to the more than 17,000 Texas and 100,000 nationwide consumers who purchased the coverage. Legitimate health care sharing ministries are non-profits that meet Texas law standards for operating to share medical costs among members with a common religious belief. Legitimate health sharing ministries are not risk bearing and provide members with required disclosures.

TDI alleges that Respondents use licensed Texas insurance agents to sell their products by paying commission rates of up to 30 percent—significantly higher than typical

commissions. Only 20 percent or less of amounts collected from members is set aside to pay claims.

Respondents promise to provide members who pay monthly contributions or premiums with unlimited telemedicine services, preventative and wellness care with no member responsibility, prescription, and lab services through various contracts with health care providers and entities. Respondents offer a network of doctors for primary care services, hospitalization, and emergency care, and purport to have members share needs as outlined in plan documents. However, if Respondents accept a claim for payment, Respondents pay claims directly to providers and use a licensed Texas third party administrator (TPA) for claims adjudication and payments.

TDI alleges that Respondents' contractual, unauthorized, and unconscionable schemes prey upon and are causing harm to Texas consumers and others through unpaid medical bills and unkept promises. Respondents' plans and their illusory "coverage" are not exempt from state regulation. Rather, Respondents are engaging in the unauthorized business of insurance in and from Texas and must be stopped.

The hearing shall be conducted pursuant to TEX. GOV'T CODE, ch. 2001 and 1 TEX. ADMIN. CODE, ch. 155. Unless otherwise directed by the Administrative Law Judge, the hearing shall continue from day to day in the offices of the State Office of Administrative Hearings until concluded.

PARTIES THAT ARE NOT REPRESENTED BY AN ATTORNEY MAY OBTAIN INFORMATION REGARDING CONTESTED CASE HEARINGS ON THE PUBLIC WEBSITE OF THE STATE OFFICE OF ADMINISTRATIVE HEARINGS AT WWW.SOAH.TEXAS.GOV, OR IN PRINTED FORMAT UPON REQUEST TO SOAH.

The commissioner of insurance has jurisdiction over this matter pursuant to TEX. INS. CODE Chapters 101, 541, 801, 841, 843, 1301, 1681, and 7001, and TEX. GOV'T CODE §§ 2001.051-2001.178.

THIS HEARING IS TO DETERMINE WHETHER TO ISSUE A CEASE AND DESIST ORDER AGAINST THE RESPONDENTS FOR ENGAGING IN UNAUTHORIZED INSURANCE. ACCORDING TO TEX. INS. CODE § 101.152, A HEARING MUST BE HELD NO EARLIER THAN THE FIFTH DAY OR NO LATER THAN THE 30TH DAY AFTER THE SERVICE OF THIS NOTICE OF HEARING. YOU MUST FILE A WRITTEN RESPONSE TO THE NOTICE OF HEARING WITH THE STATE OFFICE OF ADMINISTRATIVE HEARINGS BEFORE THE

DATE OF THE HEARING. FAILURE TO FILE A WRITTEN RESPONSE BY THIS DEADLINE SHALL ENTITLE TDI TO SEEK DISPOSITION BY DEFAULT PURSUANT TO 1 TEX. ADMIN. CODE § 155.501 AND 28 TEX. ADMIN. CODE §§ 1.88 AND 1.89.

IF YOU FAIL TO FILE A WRITTEN RESPONSE, THE SCHEDULED HEARING CAN BE CANCELED AND WITHOUT FURTHER NOTICE TO YOU THE COMMISSIONER OF INSURANCE CAN ISSUE AN ORDER IN WHICH THE ALLEGATIONS IN THE NOTICE OF HEARING ARE DEEMED ADMITTED AS TRUE AND THE RELIEF SOUGHT IN THE NOTICE OF HEARING, INCLUDING ISSUANCE OF A CEASE AND DESIST ORDER IS GRANTED BY DEFAULT.

IF YOU FILE A WRITTEN RESPONSE BUT THEN FAIL TO APPEAR ON THE DAY AND TIME SET FOR HEARING, WITHOUT FURTHER NOTICE TO YOU, THE COMMISSIONER OF INSURANCE CAN ISSUE AN ORDER IN WHICH THE ALLEGATIONS IN THE NOTICE OF HEARING ARE DEEMED ADMITTED AS TRUE AND THE RELIEF SOUGHT IN THE NOTICE OF HEARING, ISSUANCE OF A CEASE AND DESIST ORDER IS GRANTED BY DEFAULT.

In accord with 28 TEX. ADMIN. CODE § 1.90(e) and 1 TEX. ADMIN. CODE §§ 155.101 and 155.103, you should send copies of your written response to:

- (1) Docketing Division
State Office of Administrative Hearing
300 West 15th Street, Room 504
P.O. Box 13025
Austin, Texas 78711-3025
(512) 322-2061 (Fax);
- (2) Chief Clerk
Texas Department of Insurance, MC113-2A
P.O. Box 149104
Austin, Texas 78714-9104
(512) 490-1064 (Fax)
chiefclerk@tdi.texas.gov; and
- (3) Patrick Quigley, Attorney
Texas Department of Insurance
Enforcement Section, MC110-1A

333 Guadalupe Street
Austin, Texas 78701
(512) 490-1020 (Fax)
Patrick.quigley@tdi.texas.gov

FACTUAL ALLEGATIONS

Respondents

1. Alieria Healthcare, Inc. (Alieria) is a foreign, for-profit corporation organized under the laws of Delaware. Alieria's registered agent for service is C T Corporation System, 1999 Bryan St. Suite 900 Dallas, Texas 75201-3136. Alieria's corporate address is 5901-B Peachtree Dunwoody Rd #200, Atlanta, Georgia 30328.
2. Anabaptist Healthshare (Anabaptist) is a foreign, non-profit corporation organized under the laws of Virginia. Anabaptist's registered agent for service is Tyler Hochstetler, 2159 Blue Spruce Dr., Culpepper, Virginia 22701.
3. Unity Healthshare, LLC (Unity) is a foreign, non-profit limited liability company organized under the laws of Virginia. Unity's registered agent is Tyler Hochstetler, 98 Oak Park Road, Madison, Virginia 22727.
4. Trinity Healthshare, Inc. (Trinity) is a foreign, non-profit corporation organized under the laws of Delaware. Trinity's registered agent is The Corporation Trust Company, Corporation Trust Center, 1209 Orange St, Wilmington, Delaware 19801.
5. Timothy C. Moses is an individual and the executive director of Alieria. Timothy Moses was convicted by the Securities and Exchange Commission for securities fraud and perjury in 2006, sentenced to 78 months incarceration, and ordered to pay \$1,650,000 in restitution to victims. Timothy Moses resides at 700 River Knoll Drive, Marietta, Georgia 30067.
6. Shelley Steele (Steele) is an individual, the president and CEO of Alieria. Steele is married to Timothy Moses. Steele resides at 700 River Knoll Drive, Marietta, Georgia 30067.
7. Chase Moses is an individual and the executive vice president of Alieria. Chase Moses is the son of Steele and Timothy Moses. Chase Moses resides at 5370 High Point Manor, Atlanta, Georgia 30342.

8. None of the Respondents hold a certificate of authority to operate or act as an insurance company, a health maintenance organization (HMO), a Multiple Employer Welfare Arrangement (MEWA), or any other certificate or registration issued by TDI to engage in the business of insurance in or from Texas.

Genesis of Alieria, Anabaptist Healthshare, and Unity Healthshare

9. Alieria was formed in December 2015 to begin selling purported non-insurance products like “direct primary care.” Steele was named CEO of Alieria and Timothy Moses was the executive director.¹
10. Tyler Hochstetler (Hochstetler) operated an alleged health care sharing ministry that was limited to members of the Gospel Light Mennonite Church of the Anabaptist faith.
11. In 2016, Timothy Moses and Alex Cardona, a then-Alieria employee, approached Hochstetler about expanding the scope of that existing health care sharing ministry to any person, regardless of religious affiliation, if that person would agree to a general statement of belief. This statement includes a belief that originates from God, a right to worship God in his or her own way, to assist fellow men according to available resources and opportunity, to maintain a healthy lifestyle and avoid foods, behaviors, or habits that produce sickness or disease, and the right to direct his or her own healthcare.
12. Hochstetler incorporated Anabaptist to sell health care sharing to a broader group of persons who agreed with this general statement of belief. He formed Unity in November 2016, as a wholly-owned subsidiary of Anabaptist, for the same purpose. Timothy Moses and Cardona were appointed to the boards of both Anabaptist and Unity.
13. Alieria, Anabaptist, and its subsidiary, Unity, entered into an agreement where that Alieria would market and sell Alieria’s healthcare products with and for Anabaptist

¹ Steele also operated a business, HealthPass USA LLC, that claimed to sell “minimum essential coverage plans” to comply with the federal Affordable Care Act. It is believed that Steele merged her business, HealthPass, into Alieria in 2017.

and Unity and perform most of the administrative work for Anabaptist and Unity. This work included:

- a. contracting and training call centers and insurance agents to market and deliver the "two-part offering ([Unity & Alieria])" products;
 - b. handling the monthly bank drafts or credit card processing of member's monthly dues;
 - c. maintaining the membership list;
 - d. processing claims;
 - e. forming the preferred provider organization (PPO) network for members;
 - f. determining what medical bills qualify for payment and reimbursement;
 - g. selling Unity products to the public; and
 - h. maintaining the bank accounts and records.
14. According to the agreement, Tyler Hochstetler and his father, Eldon Hochstetler, were each paid a \$2.50 fee per member per month; Alieria paid \$700,000 to each of them during the agreement's term.
 15. Through this agreement, Unity, Anabaptist, and Hochstetler gave control of the Unity operation to Alieria and its agents, Timothy Moses, Cardona, Steele, and eventually Chase Moses.
 16. Alieria did all marketing and sales through its website and sales agents, collected all the funds, paid itself fees, and placed funds into a bank account for paying members' health costs.
 17. Alieria adjudicated member's health care claims and, if it decided to accept and pay a claim, paid medical claims and expenses. Alieria also contracted with and transferred money to a licensed Texas TPA, HealthScope Benefits, Inc., to provide expense reimbursement directly to health care providers on behalf of Alieria/Anabaptist/Unity members.
 18. In a January 2018 Alieria sales team meeting in Dallas, Moses informed employees that Alieria had more than 100,000 members nationwide and was growing at a significant rate in terms of membership and annual sales.
 19. Alieria had more than \$180,000,000 in revenue in 2018.

Dissolution of the Alieria and Unity Agreement

20. While serving as chairman of the Anabaptist and Unity boards, Timothy Moses wrote approximately \$150,000 worth of checks to himself from member funds without Unity board authorization. He was confronted by other board members and subsequently returned the stolen funds, but the board removed him from the Anabaptist and Unity boards due to his theft.
21. Hochstetler and Unity had concerns with Timothy Moses' and Alieria's increasing obstruction. Alieria would not give Unity information on Unity sharing ministry plans which Alieria was administering. This included failure to provide, on request, membership lists, assets, and whether Alieria was administering plans in accordance with plan guidelines.
22. As a result, Unity terminated its agreement with Alieria effective August 10, 2018. Despite the termination, Alieria, Timothy Moses, and Steele retained the membership records and continued collecting funds from Unity members without Unity's consent. In addition, Alieria, Steele, and Timothy Moses converted, and otherwise failed to return to Unity, millions of dollars in Unity member funds.
23. After the purported dissolution of Alieria and Unity, Hochstetler took approximately \$3,200,000, which was all that allegedly remained of Unity members' funds. Hochstetler used this money to fund the startup of Kingdom Healthshare Ministries, LLC in 2018. As of April 2019, Kingdom is known as OneShare Health, LLC.
24. OneShare and Alieria are currently engaged in litigation in Georgia regarding the ownership, control, and assets of Unity.

Alieria Creates Trinity

25. In June 2018, Alieria created yet another purported health care sharing ministry, Trinity, even before the Unity agreement was terminated.
26. Alieria replaced all references to Unity on its website with Trinity, and the website for Unity now opens into Trinity's website. However, Alieria is still collecting monthly contributions or premium from former Unity members and is transitioning members to Trinity.

27. Trinity purports to be a non-profit, qualified health care sharing ministry operating at arms-length from Alieria. However, it is merely a shell that was created to disguise Alieria and its control by Alieria, Timothy Moses, Steele, Chase Moses, and their associates.
28. The Alieria and Trinity agreement gives Alieria almost total control over Trinity and any health care sharing ministry plans it might offer. Alieria:
 - a. makes all future members of Trinity (which had no members as of the date of the agreement) "customers" of Alieria;
 - b. owns the membership roster and enrolls members;
 - c. designs any plans offered and determines pricing;
 - d. collects all funds from membership contributions and fees;
 - e. develops and markets health care sharing ministry plans with other "non-insurance" health care products as "Alieria Products;"
 - f. enters into an agreement with a third-party administrator, "which may be an affiliate of Alieria," to provide "medical expense processing services;"
 - g. owns "Alieria Intellectual Property," which includes the "plan designs, marketing materials, plan concepts, pricing structure, the Membership Roster, software systems to manage said plans, and all Intellectual Property associated with the plans...even if said items bear the Brand Indicia or Trinity Marks."
29. Alieria now claims to have more than 400 employees with annual revenue exceeding \$180,000,000 for 2018.
30. More than 17,000 Texas and 100,000 consumers nationwide are active members in Respondents' plans as of May 2019.

Respondents Do Not Qualify as Legitimate Health Care Sharing Ministries in Texas

31. Texas law seeks to protect Texas consumers from unauthorized insurance schemes: "It is the policy of this state to protect residents against acts by a person or insurer who is not authorized to do insurance business" in Texas. TEX. INS. CODE § 101.001(b).

32. It is a concern that Texas not become a safe harbor for persons or insurers engaged in the unauthorized business of insurance in Texas, regardless of whether the insureds or other persons affected by the unauthorized business of insurance are residents of Texas. TEX. CODE § 101.001(d).
33. Persons that engage in the “business of insurance” in Texas are subject to the jurisdiction of Texas courts and the Texas Commissioner of Insurance, who heads the Texas Department of Insurance. TEX. INS. CODE § 101.001(c).
34. However, Texas law does contain carve outs from TDI regulation and exceptions to the prohibition on engaging in the unauthorized business of insurance.
35. Health care sharing ministries that operate in accordance with TEX. INS. CODE Ch. 1681 are not considered to be engaging in the “business of insurance.” TEX. INS. CODE § 1681.003.
36. A health care sharing ministry must meet all of criteria contained in TEX. INS. CODE § 1681.001 to claim this statutory exemption from TDI regulation and to not be engaging in the business of insurance. A qualified health care sharing ministry must:
 - a. be a faith-based, nonprofit organization that is tax-exempt under the Internal Revenue Code of 1986;
 - b. limit its participants to individuals of a similar faith;
 - c. act as a facilitator among participants who have medical bills and match those participants with other participants with the present ability to assist those with medical bills in accordance with criteria established by the health care sharing ministry;
 - d. provide for the medical bills of a participant through contributions from one participant to another;
 - e. provide amounts that participants may contribute with no assumption of risk or promise to pay among the participants and no assumption of risk or promise to pay by the health care sharing ministry to the participants;
 - f. provide a written monthly statement to all participants that lists the total dollar amount of qualified needs submitted to the health care sharing ministry, as well as the amount actually published or assigned to participants for their contribution;
 - g. disclose administrative fees and costs to participants;

- h. provide that any card issued to a participant for the purpose of presentation to a health care provider clearly indicates that the participant is part of a health care sharing ministry that is not engaging in the business of insurance;
 - i. provide a written disclaimer on or accompanying all applications and guideline materials distributed by or on behalf of the ministry that complies with certain statutory requirements; and
 - j. does not operate a discount health care program.

- 37. Respondents' scheme fails to meet even the most basic criteria, that they operate as a nonprofit organization. Alieria is a for-profit entity that controls and operates the purported non-profits of Anabaptist, Unity, and/or Trinity. The non-profit Respondents have ceded control over most, if not all, of their operations, marketing, sales, and claims processing to Alieria.
 - a. The agreement with Unity gave Alieria almost total control over Unity's operations. Even if Unity were a properly qualified health care sharing ministry, it cannot be controlled by a for-profit company - Alieria. That is completely contrary to the purpose of the health care sharing ministry statute.
 - b. The agreement with Trinity gave Alieria true, total control over Trinity. Even if Trinity were a properly qualified health care sharing ministry, it cannot be fully controlled by a for-profit company like Alieria. That is against the spirit and purpose of the health care sharing ministry statute as it would allow anyone to run these programs to evade regulation.
 - c. Alieria executives have testified in court that the Anabaptist/Unity members were Alieria members and customers. It stands to reason that Alieria would claim as members and customers those enrolled in the newly created, Alieria-controlled, alleged health care sharing ministry of Trinity.

- 38. Respondents cannot comply with the rest of the health care sharing ministry statute requirements, either. These are set forth below.

- 39. Respondents do not limit participants to individuals of a similar faith. TEX. INS. CODE § 1681.001(1).

- a. Their statement of belief is broad, illusory, and has no tie to any religious faith. Anyone who wants the products and signs a statement professing a belief in God may join. The alleged statement of faith includes things that are completely foreign to legitimate religious or faith-based ministry sharing groups, such as "avoid...habits that produce sickness or disease to ourselves or others."
 - b. The plan rates increase as a member's age group goes up, and smokers are charged an additional \$60.00 per month, even though that goes against the statement of faith.
40. Respondents allegedly facilitate medical bill sharing but do not provide for the medical bills of a participant through contributions from one participant to another. Rather, Respondents adjudicate, pay claims directly to providers, when claims are paid at all, and transfer contributions. TEX. INS. CODE § 1681.001(2)–(3).
 - a. Alieria adjudicates claims and pays claims directly. It contracts with a licensed Texas TPA, Healthscope, to pay claims to providers.
 - b. The agreement between Trinity and Alieria, as well as the agreement between Unity and Alieria, provides for Alieria to be responsible for the processing of medical claims, determining sharing eligibility and issuing payment to members and providers.
41. Respondents assume risk and provide a promise to pay claims. TEX. INS. CODE § 1681.001(4).
 - a. Respondents offer and promise to provide unlimited telemedicine services to all members as part of the monthly membership fee or premium. This is based on a per-member, per-month contract with a telemedicine provider. Respondents recently changed telemedicine providers and now contract with a provider wholly owned by Steele. Members are counseled to first use telemedicine prior to seeking non-emergent care from other providers.
 - b. Respondents offer wellness and preventive care benefits, covered in-network at 100 percent with no member additional contribution, primary care visits, labs and diagnostics, prescription benefits, and hospitalization services as part of a member's plan for the monthly membership fee or premium. Member contributions are not segregated out between fees that

go towards these services and those that go to claims payments. Rather, a member makes one payment to Alieria each month for all services.

- c. Respondents offer most of these services via contracts with other entities and pay those entities on a per-member, per-month basis. Some agreements have additional payment terms and fees. These capitated agreements assume risk and provide a promise to pay for medical services
42. Respondents do not provide written monthly statements to all participants as required. TEX. INS. CODE § 1681.001(5).
 43. Respondents do not disclose administrative fees and costs as required. TEX. INS. CODE § 1681.001(6).
 44. Some of the Respondents' member ID cards do not indicate that the participant is part of a health care sharing ministry that is not engaging in the business of insurance. TEX. INS. CODE § 1681.001(7).
 45. Respondents and their agents refuse to give applications and plan documents to prospective members until the first payments are made for the plans. Respondents bury disclaimers and disclosures in fine print at the end of a plan document, which is not freely given to members. TEX. INS. CODE § 1681.001(8).
 46. Respondents operate a discount health care program by contracting to provide this benefit to members. TEX. INS. CODE §§ 1681.001(9) and 7001.001.
 47. Respondents do not meet the standards to be a legitimate Texas health care sharing ministry.

Respondents Are Engaging in the Unauthorized Business of Insurance

48. Respondents' schemes are "the business of insurance" as regulated TDI and defined in TEX. INS. CODE Ch. 101.
49. No one may directly or indirectly engage in the business of insurance in Texas except as authorized by statute. TEX. INS. CODE § 101.102.

50. TDI licenses and regulates insurance companies, HMOs, MEWAs, insurance agents, agencies, and TPAs.
51. Respondents hold no license or authorization to engage in the business of insurance in Texas.
52. The term, "business of insurance," is broadly defined in TEX. INS. CODE § 101.051. It covers receiving or collecting any consideration, issuing contracts, and adjusting risks. It also includes providing "indemnification or expense reimbursement for a medical expense" and "doing or proposing to do any insurance business ... in a manner designed to evade statutes relating to insurance" and "doing any kind of insurance business specifically recognized as constituting insurance business within the meaning of statutes relating to insurance" TEX. INS. CODE § 101.051(8)-(9). It applies to actions or product that may not be referred to as insurance. It does not refer to risk sharing or risk pooling.
53. Respondents are actively engaged in most of the activities described by TEX. INS. CODE § 101.051 as "the business of insurance" as described, but not limited to the descriptions given, in the paragraphs below.

Medical Expense Reimbursement

54. Respondents are engaging in the business of insurance because they contract with Texas individuals and employers to provide indemnification or expense reimbursement for a medical expense by direct payment, reimbursement, or otherwise, whether as an insurer, agent, administrator, trust, or funding mechanism or by another method. TEX. INS. CODE § 101.051(b)(7).
 - a. Respondents' healthcare plans all provide for indemnification or medical expense reimbursement for members. They pay claims and capitated amounts to entities and providers for telemedicine, preventative care, primary and chronic care, labs, prescription drugs, and urgent/emergent care.
 - b. Respondents have a network of healthcare providers offered by MultiPlan PHCS, which members may access. Members may visit those providers and incur medical bills. Respondents will pay the sharable amount of medical bills to the providers.

- c. Alieria directly contracts with a licensed Texas TPA, Healthscope, to adjudicate claims according to its program guidelines. If Healthscope can adjudicate the claim, it does so and pays claims on behalf of Respondents. If claims need manual review, Alieria will review, process, and pay the claim directly.

Providing and Marketing Insurance

55. Respondents make and propose to make insurance contracts. TEX. INS. CODE § 101.051(b)(1). The contracts contain insurance terminology and jargon which misleads and confuses consumers to make the products falsely appear as if they are legitimate, authorized insurance products. Respondents operate as risk bearing entities, and contract with third parties to provide a purported network and other healthcare-related services to members.

Misleading and Confusing Terms

- a. Respondents offer plans for fixed monthly rates that are attractive when compared to commercially available, authorized insurance plans. Respondents' health plans look, sound, and read like insurance plans; they are deceptive, misleading, and unfair to people and employers.
- b. Respondents' use of insurance concepts and terms leads people to believe they are buying insurance and will have their claims paid. Respondents have switched from traditional insurance terms like premium, deductible, and co-pay to monthly contribution costs, MSRA (member shared responsibility amount), and consult fee to attempt to look less like insurance.
- c. Respondents offer healthcare plans with various levels of coverage. The different plans have per-incident limits and lifetime maximum limits. Respondents offer wellness and preventive care, primary care visits, labs and diagnostics, prescription included, and hospitalization included. They offer interim health care plans, as well as dental and vision plans – which are really discount health care plans.
- d. Respondents offer members:
 - i. "one of the largest networks in the country with over 1 million providers nationwide to service your needs;"

- ii. "an affordable alternative for Individual & Family plans offered at the lowest possible cost by providing healthcare based on a community of sharing and accountability";
 - iii. "healthcare based on a community of likeminded persons sharing medical expenses to lower the cost of healthcare";
 - iv. "a wide variety of plans that cost share the medical issues you are most concerned about at a great price—choose from 4 levels of care";
 - v. "every plan includes the convenience of a doctor 24/7/365 without the need for an appointment or having to miss work"; and
 - vi. "all members get access to our free Telemedicine services 24/7/365, you can get real answers from the convenience of your home."
- e. Respondents use health insurance concepts like preauthorization and preexisting conditions but does so to harm Texas consumers and enhance Respondents' bottom line.
- f. One consumer complained about Alieria refusing to pay for medical expenses after Alieria determined the medical services were preauthorized as medically necessary. After the consumer underwent the medical procedure, Alieria refused to pay the provider, representing that the service was due to a preexisting condition. The provider reported that the consumer did not, in fact, have a preexisting condition that contributed to the necessity of the procedure. The consumer continues to be billed for the unpaid amount.
- g. Another Texas consumer purchased an Alieria plan and had an Alieria agent confirm eligibility for coverage and assure that the consumer's treatments for preexisting cancer would be covered prior to purchase. However, Alieria has denied most of his claims, totaling almost \$100,000, claiming the policy excludes preexisting conditions.

Bearing Risk and Promises to Pay

- a. Respondents are bearing risk and providing a promise to pay.
- b. Risk bearing is a key component of traditional insurance. Respondents' and their ability to pay claims and fees for capitated health care service contracts

with telemedicine, lab, prescriptions, and provider network contracts is contingent on members' monthly contributions.

- c. The "free" telemedicine costs money, paid for by member contributions. Respondents' former telemedicine provider, Teladoc, was paid on a per member per month basis, for unlimited usage by Respondent members. The contract provided that Alieria's predecessor was "responsible for paying all applicable [per member per month] fees...regardless of whether it has collected such fees from [members]." As stated above, Alieria now contracts with Steele's telemedicine company, which likely has the same, if not more expensive, arrangement.
 - d. Respondents contract with many different health care providers. In one contract, Alieria agreed to pay a medical lab on a per member per month fee for lab services and the lab agreed to accept a set schedule of rates agreed to by the parties, irrespective of collecting fees from members. This is a capitated, risk bearing payment arrangement.
 - e. Respondents promise of 100% covered, unlimited telemedicine, wellness, and preventative care is a promise that these services will be provided to members and paid for by Respondents.
56. Respondents take or receive insurance applications. TEX. INS. CODE § 101.051(b)(3).
- a. Respondents require prospective enrollees to complete an application prior to getting coverage.
 - b. Proposed members are required to apply by telephone and then electronically sign their name and give payment information to obtain coverage.
57. Respondents receive and collect consideration for insurance, including premium, membership fees, assessment, and/or dues. TEX. INS. CODE § 101.051(b)(4).
- a. Alieria's website advertised: "Wouldn't it be wonderful if great healthcare with low premiums was available? No, this is not a dream. It's a reality. With Alieria Healthcare, great alternative healthcare plans are now available." Emphasis added.

- b. Applicants for these products must pay a one-time application fee of \$125 to get initial coverage.
 - c. Consideration for these unauthorized insurance products start at \$105 (for the most limited plans) and go up to \$1,443 (InterimCare 181-364 day plans) per month depending upon the coverage selected.
 - d. Respondents collect these payments and place them into an account controlled by Alieria.
- 58. Respondents issue or deliver insurance contracts to Texas residents and others throughout the United States. TEX. INS. CODE § 101.051(b)(5). The Texas Legislature has placed a duty on TDI to ensure that Texas is not a safe harbor for unauthorized insurance.
 - a. Information obtained by TDI suggests that Respondents currently have more than 17,000 Texas and 100,000 consumers nationwide enrolled in their products.
- 59. Respondents are directly or indirectly acting as agents for, or otherwise represent or assist an insurer or person in: soliciting, negotiating, procuring, or effectuating insurance or a renewal of insurance; disseminating information relating to coverage or rates; forwarding an insurance application; delivering an insurance policy or contract; inspecting a risk; setting a rate; investigating or adjusting a claim or loss; transacting a matter after the effectuation of the contract that arises out of the contract; or representing or assisting an insurer or person in any other manner in the transaction of insurance with respect to a subject of insurance that is resident, located, or to be performed in this state. TEX. INS. CODE § 101.051(b)(6).
 - a. Respondents sell their unauthorized products directly to Texas consumers.
 - b. Respondents also use licensed Texas insurance agents and insurance agencies to sell their unauthorized healthcare products. Commissions paid to agents are about 20 to 30 percent, which is significantly higher than commissions paid for sales of authorized insurance products

- c. Evidence shows as much as 70 to 80% of the monies received are taken by Respondents and their sales agents before any funds are used to pay medical bills.
- d. Respondents adjust claims, both directly and through a contracted entity, Healthscope.

Evading Regulation

- 60. Respondents are doing business specifically recognized as constituting insurance business within the meaning of the statutes. TEX. INS. CODE § 101.051(b)(8).
 - a. Respondents are promising to pay for telemedicine, preventative care, labs, and diagnostics, for a member's monthly contribution or premium. Respondents pay for this service on a per member per month fee. This is risk bearing conduct and requires authorization to act as an insurer or HMO.
- 61. Respondents are doing or proposing to do insurance business that is in substance equivalent to conduct described by above in a manner designed to evade statutes. TEX. INS. CODE § 101.051 (b)(9).
 - a. Respondents' entire business model relies on their asserted exemption from TDI regulation under the health care sharing ministry statute in TEX. INS. CODE Ch. 1681 and people believing their unauthorized products are or function like insurance.
- 62. Respondents do not hold any license or other authorization issued by TDI to engage in the business of insurance in Texas.
- 63. Respondents are engaging in the unauthorized business of insurance in Texas.
- 64. TDI submits that unless Respondents, their agents, employees, and/or other representatives are ordered to cease and desist from the commission of the acts alleged, Respondents will continue to engage in the business of insurance to the irreparable and immediate injury of the public.
- 65. Whenever in this Notice of Hearing it is alleged that Respondents did any act or thing, it is meant that a Respondent performed or was responsible for such act or

thing or that such act was performed by the officers, agents, or employees of Respondents, and that the agents were then authorized to and did in fact act on behalf of Respondents and that such acts occurred within the scope of the agency relationship.

LEGAL ALLEGATIONS

1. Respondents do not qualify as a health care sharing ministry as required by TEX. INS. CODE §§ 1681.001-1681.003.
2. Respondents are engaging in the business of insurance as defined in TEX. INS. CODE § 101.051.
3. Respondents do not have any licenses or authorizations to perform the acts of an insurer, HMO, other authorized entity, an agent, or to operate an insurance agency as required by TEX. INS. CODE § 4001.101.
4. Respondents are prohibited from engaging in the unauthorized business of insurance. TEX. INS. CODE § 101.102.

This conduct is grounds for a cease and desist order against the Respondents because each directly or indirectly engaged in the unauthorized business of insurance, in violation of TEX. INS. CODE §§ 101.051 and 101.102.

RELIEF SOUGHT

If one or more of the above allegations is found to be true, the commissioner may issue a cease and desist order under TEX. INS. CODE § 101.153 ordering Alieria Healthcare, Inc., Anabaptist Healthshare, Unity Healthshare, LLC, Trinity Healthshare, Inc., Timothy C. Moses, Shelley Steele, Chase Moses, and their agents and representatives, to cease and desist from doing the following in the State of Texas:

1. Offering, soliciting, negotiating, or selling health care cost sharing products, or plans or products by any other name, including all products that Respondents presently offer.

2. Offering, soliciting, negotiating, or selling insurance plans, health care sharing ministry products, or plans or products by any other name, without authorization.
3. Taking or receiving applications for their products from Texas residents.
4. Receiving or collecting any consideration for their products, including premium, membership dues, share contributions, or other fees.
5. Issuing or delivering their products to Texas residents.
6. Disseminating information relating to coverages or rates to Texas residents.
7. Paying commissions to sales agents.
8. Continuing to hold money collected from Texas residents in exchange for the products Respondents sold.
9. Failing to return to Texas residents all money collected in exchange for the products Respondents sold.
10. Contracting to provide in Texas, indemnification or expense reimbursement for a medical expense by direct payment, reimbursement, or otherwise to a person domiciled in Texas or for a risk located in Texas, whether as an insurer, agent, administrator, corporation, limited liability company, trust, or funding mechanism or by another method.
11. Investigating or adjusting a claim or loss.
12. Offering health care cost sharing products, or plans or products by any other name, which promise to provide, for payment of a monthly fee, medical services, such as unlimited telemedicine services.
13. Offering health care cost sharing products, or plans or products by any other name, which promise to provide, for payment of a monthly fee, medical services for which Respondents have entered into capitated payment arrangements.

14. Paying, allowing, giving, or offering to pay, allow or give as an inducement to enter into an agreement a thing of value or other inducement that is not clearly specified in the policy or agreement.
15. Committing fraudulent and dishonest acts and/or engaging in an unfair or deceptive act or practice in the business of insurance by a company which is not registered in Texas and which are misleading and deceptive.
16. Making, publishing, disseminating, circulating or placing before the public, or causing, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, on the internet, in a newspaper, magazine or other publication, or in the form of a notice, circular, pamphlet, letter or poster, or over any radio or television station, or in any other way, an advertisement, announcement or statement containing any assertion, representation or statement that offers, solicits, negotiates, procures, sells or effectuates the purchase of healthcare cost sharing products, including all products Respondents presently offer.
17. Permitting any third party to take any actions concerning funds which have been directly or indirectly collected, received or derived from Texas residents, or which have been commingled with funds collected, received, or derived from Texas residents, and which are contained in any account on which Respondents or any of its officers or employees have signature authority in Respondents' name, except as directed by the Texas Department of Insurance.

Respondents have the right to appear at this hearing and to be represented by an attorney. Please address any questions and correspondence to the undersigned counsel at the address or telephone number below.

IMPORTANT SECURITY NOTICE

ALL VISITORS TO THE WILLIAM P. CLEMENTS BUILDING WITHOUT AN AGENCY OR DPS ISSUED ID CARD MUST PROVIDE THE BUILDING SECURITY OFFICER WITH THE STATE OFFICE OF ADMINISTRATIVE HEARINGS DOCKET NUMBER AND RECEIVE A VISITOR'S PASS IN ORDER TO BE ALLOWED ACCESS TO THE HEARING ROOM. INDIVIDUALS SHOULD ALLOW ADDITIONAL TIME TO GO THROUGH THE SECURITY PROCESS.

If you have any questions, please contact me at the address or telephone number shown below.

Respectfully submitted,
/s/ Patrick S. Quigley
Patrick Quigley, Staff Attorney
State Bar No. 16430320
Texas Department of Insurance
Legal and Enforcement Division, Enforcement Section, MC110-1A
P.O. Box 149104
Austin, TX 78714-9104
Tel. (512) 676-6335
Fax (512) 490-1020
Patrick.quigley@tdi.texas.gov

cc: Leah Gillum, Associate Commissioner, Enforcement Section, MC-110-1A
Beverly Rosendahl, Director, Life Health Litigation Office, Enforcement Section, MC-110-1A

Certificate of Service

I, Patrick Quigley, certify that a true and correct copy of this Notice of Hearing was sent by the methods below on May 7, 2019.

Alieria Healthcare, Inc.

c/o: C T Corporation System
1999 Bryan Street, Suite 900
Dallas, Texas 75201-3136

and

SheppardMullin
Attn: Dwight M. Francis
2200 Ross Avenue, 24th Floor
Dallas, Texas 75201
Attorneys for Alieria Healthcare, Inc.

by first class mail
by CMRRR:
9214 8901 9403 8382 8911 20

by email
DFrancis@sheppardmullin.com

Anabaptist Healthshare

c/o: Tyler Hochstetler
2159 Blue Spruce Drive
Culpepper, Virginia 22701

by first class mail
by CMRRR:
9214 8901 9403 8382 8911 68

Unity Healthshare, LLC

c/o: Tyler Hochstetler
98 Oak Park Road
Madison, Virginia 22727

by first class mail
by CMRRR:
9214 8901 9403 8382 8912 05

Trinity Healthshare, Inc.

c/o: The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

by first class mail
by CMRRR:
9214 8901 9403 8382 8912 74

Timothy C. Moses

700 River Knoll Drive
Marietta, Georgia 30067

by first class mail
by CMRRR:
9214 8901 9403 8382 8913 59

Shelley Steele

700 River Knoll Drive
Marietta, Georgia 30067

by first class mail
by CMRRR:
9214 8901 9403 8382 8914 03

Chase Moses

5370 High Point Manor
Atlanta, Georgia 30342

by first class mail
by CMRRR:
9214 8901 9403 8382 8914 72

/s/ Patrick S. Quigley
Patrick S. Quigley

Trinity Healthshare
v.
TDI, Kent Sullivan as
Commissioner

201st Judicial Dist

Filed in The District Court
of Travis County, Texas

CAUSE NO. D-1-GN-19-003088

JUN 05 2019

At 5:20 p.m.
Velva L. Price, District Clerk

ALIERA HEALTHCARE, INC.,

AND

Plaintiff,

IN THE DISTRICT COURT OF

v.

THE TEXAS DEPARTMENT OF
INSURANCE, and, KENT C. SULLIVAN,
IN HIS OFFICIAL CAPACITY AS
INSURANCE COMMISSIONER,

TRAVIS COUNTY

Defendants.

250 JUDICIAL DISTRICT

**ORDER GRANTING ALIERA HEALTHCARE INC.'S APPLICATION FOR
TEMPORARY RESTRAINING ORDER**

After considering Plaintiffs Aliera Healthcare, Inc. and Trinity Healthshare Inc. (the "Plaintiffs") application for and the Pleas to the Jurisdiction filed by the Commissioner and TDI temporary restraining order, that it has jurisdiction, that the Pleas to the Jurisdiction are denied, and that, the pleadings, the affidavits, and arguments of counsel, the Court finds there is evidence that harm is imminent to Plaintiffs, and if the Court does not issue the temporary restraining order, Plaintiffs will be irreparably injured because they have their them it will be deprived of a rights to the due process of law, including its right to fair notice of the claims asserted against them and the opportunity to present a defense on the merits of those claims.

THEREFORE, THE COURT ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

- a. The Texas Department of Insurance ("TDI") and Kent C. Sullivan, in his official capacity as insurance commissioner (the "Commissioner") are restrained from proceeding with the Plaintiffs. any cease and desist hearing against Aliera pursuant to the Notice of Hearing dated May 7, 2019, Order Opinion and The Official IS Vacated of the Commissioner dated June 3, 2019, on SOAH Docket No. 454-19-4513.C until further order of this Court. ~~FSR~~

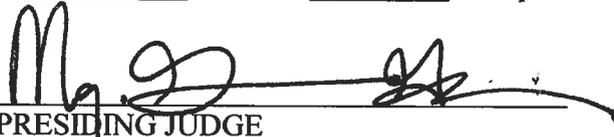
b. The Clerk shall issue notice to the defendants, TDI and the Commissioner, that the hearing on the Plaintiff's application for Temporary Injunction is set for June 13, 2019, at 2:00 ~~am~~/p.m. The purpose of the hearing will be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits in this matter.

c. Trinity Healthshare Plaintiff shall post a bond in the amount of \$10,000.

d. Altera Healthcare shall post a bond in the amount of \$19,000

This order expires on June 19, 2019.

SIGNED on June 5, 2019, at 5:16 ~~am~~/p.m.


PRESIDING JUDGE

MAYA GUERRA GAMBLE
459th DISTRICT COURT

2019 MEMBER GUIDE



ALIERACARE™
BRONZE | SILVER | GOLD

INDIVIDUAL & FAMILY



Alieracare Plans are NOT Insurance.

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MEMBER GUIDE

WELCOME

Welcome to Alieria Healthcare, Inc. | Trinity HealthShare. Thank you for becoming a member. We are committed to providing you and your family with unparalleled service and care at an affordable cost, and we pledge to keep our focus on what's most important – your overall health and wellness.

Please take a few minutes to review the information in this guide. The more informed you are, the easier it will be to get the care you need when you need it the most. Your membership card(s) and this booklet provide important information about your Plan, as well as the steps you need to take to access healthcare at one of the thousands of participating network provider locations. Your welcome information, Member Portal access and temporary member cards are contained in your Welcome Email: please print it and save a copy for reference.

If you have any questions about your Plan, activating your Membership Card, setting up your telemedicine account, Rx discount program, or accessing a healthcare provider, please contact a Member Care Specialist for assistance, **Monday through Friday, 8 a.m. to 8 p.m. ET at (844) 834-3456.**

MEMBER PORTAL

Username and password credentials are needed to enter the Member's portal to update payment or personal information. Visit www.alierahealthcare.com and click the Member Login tab. Your user name and password are on the Welcome Email sent at the time of initial enrollment. Member Services can send you a copy of this email following confirmation of identity.

CONTACT INFORMATION

For general information, account management, monthly contribution, or medical needs, please contact us:

Phone: 844-834-3456

Fax: 404-937-6557

Email: memberservices@alierahealthcare.com or
memberservices@trinityhealthshare.org

Online: www.alierahealthcare.com or
www.trinityhealthshare.org

Mail: PO Box 28220 Atlanta, GA 30358

DISCLAIMER

AlieraCare offering by Trinity HealthShare, through Alieria Healthcare, Inc., is a faith-based medical needs sharing membership. Medical needs are only shared by the members according to the membership guidelines. Our members agree to the Statement of Beliefs and voluntarily submit monthly contributions into a cost-sharing account with Trinity HealthShare, acting as a neutral clearing house between members. Organizations like ours have been operating successfully for years. We are including the following caveat for all to consider:

This publication or membership is not issued by an insurance company, nor is it offered through an insurance company. This publication or the membership does not guarantee or promise that your eligible medical needs will be shared by the membership. This publication or the membership should never be considered as a substitute for an insurance policy. If the publication or the membership is unable to share in all or part of your eligible medical needs, or whether or not this membership continues to operate, you will remain financially liable for any and all unpaid medical needs.

This is not a legally binding agreement to reimburse any member for medical needs a member may incur, but is instead, an opportunity for members to care for one another in a time of need, to present their medical needs to other members as outlined in the membership guidelines. The financial assistance members receive will come from other members' monthly contributions that are placed in a sharing account, not from Trinity HealthShare.

PLAN SERVICES & MEMBERSHIP AT A GLANCE

Aliera Healthcare services in conjunction with Trinity HealthShare cost-sharing creates a full range of services and offerings, each part summarized below:

PREVENTIVE CARE

As part of our solution, the plans cover medical services recommended by the USPSTF and outlined in the ACA for preventive care. There is zero out of pocket expense and zero obligation to reach the Member Shared Responsibility Amount (MSRA) for any scheduled preventive care service or routine in-network check-up, pap smear, flu shot and more. It's easier to stay healthy with regular preventive care.

PRIMARY CARE

Primary Care is at the core of an Aliera Plan, and we consider it a key step in living a healthier lifestyle. Our model is based on an innovative approach to care that is truly patient-centered, combining excellent service with a modern approach. This includes medical care needs such as primary care, office visits, sick care, and the general care of a member's day to day medical needs.

CHRONIC MAINTENANCE

With an AlieraCare Bronze, Silver, or Gold plan, members are eligible to receive chronic care management from their primary care physician for conditions such as diabetes, asthma, blood pressure, cardiac conditions, etc.

LABS & DIAGNOSTICS

Labs at in-network facilities are included.

TELEMEDICINE

With full 24/7 365-day access to a board-certified physician, it has never been simpler to stay healthy. You can contact them easily by phone or via video chat. If it's something minor such as a sinus infection, poison ivy or pink eye they can even send a prescription right over to your pharmacist.

PRESCRIPTION DRUG PROGRAM

The AlieraCare Bronze, Silver, or Gold prescription savings program delivers significant discounts for a variety of drugs (depending on prescription), saving members an average of 55% on prescription drug purchases. After \$1,500 of prescription drug expenditures through Rx Valet, members are eligible for a percentage of reimbursement for preferred and mail order drugs. Maximum reimbursement of \$4,000 per plan year. See Appendix for details.

URGENT CARE

For those medical situations that can't wait or are more complex than primary care services, AlierCare Bronze, Silver, and Gold plans offer access to Urgent Care facilities at hundreds of medical centers throughout the United States.

MEMBERSHIP

Trinity HealthShare is a health care sharing ministry (HCSM) which acts as an organizational clearing house to administer sharing contributions across qualifying members healthcare needs. The AlierCare membership is NOT health insurance. The membership is based on a religious tradition of mutual aid, neighborly assistance, and burden sharing. The membership does not subsidize self-destructive behaviors and lifestyles, but is specifically tailored for individuals who maintain a healthy lifestyle, make responsible choices in regards to health and care, and believe in helping others. Because Trinity HealthShare is a religious organization, members are required to agree with the organizations Statement of Beliefs; see Part II of this guide for the full description and membership details.

SPECIALTY CARE

For most everyday medical conditions, your PCP is your one-stop medical shop. However, there are cases when it's time to see a specialist who's had additional education and been board certified for that specialty. For situations like these, the AlierCare Bronze, Silver, and Gold plans provides specialty care offerings at the cost of just a consult fee. A member will need to receive a PCP referral to see a specialist for treatment or consultation outside of their scope of knowledge.

HOSPITALIZATION

Hospitalization is eligible, once the Member Shared Responsibility Amount has been met, under all the individual plans.

SURGERY

Both in-patient and out-patient procedures are eligible, once the Member Shared Responsibility Amount has been met, under all individual plans.

EMERGENCY ROOM

An emergency is defined as treatment that must be rendered to the patient immediately for the alleviation of the sudden onset of an unforeseen illness or injury that, if not treated, would lead to further disability or death. Examples of an emergency include, but are not limited to, severe pain, choking, major bleeding, heart attack, or a sudden, unexplained loss of consciousness.

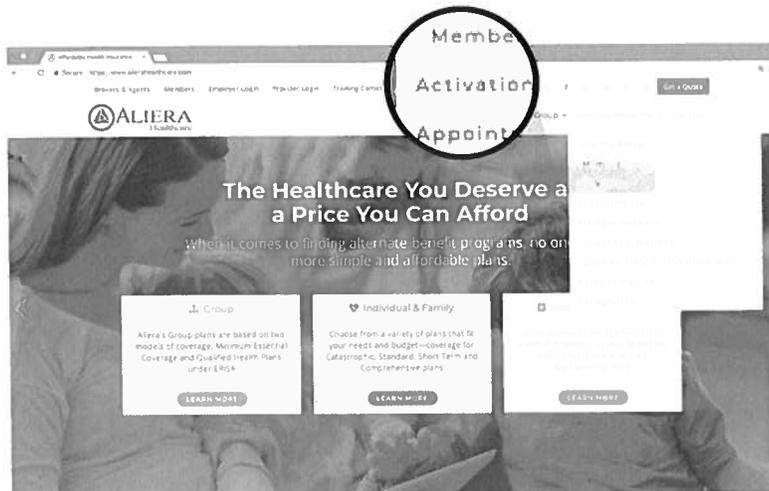
GETTING STARTED

WHAT DOES IT MEAN?

Many of the terms used in describing health cost-sharing may be unfamiliar to those new to the programs and plans provided by Alera and Trinity. Please refer to the Definition of Terms section for a quick and easy understanding of terms used in this guide and other plan documents.

1. Activate Your Membership

On or after your effective date, visit **www.alierahealthcare.com** to securely enter your information. Click the Activation tab on the navigation bar and follow the instructions. **If you require assistance, contact a Member Care Specialist toll-free at (844) 834-3456 or email memberservices@alierahealthcare.com.**



2. Set Up Your Telemedicine Account

Follow the steps below to set up your telemedicine account. If you have not activated your Membership Card, or if your Membership fees are not paid up to date, you are not eligible to set up your telemedicine account.

- Set up your account (Primary Member)
Visit www.firstcalltelemed.com, click “Activate Now.” Follow the online instructions and provide the required information, including your medical history.
- Set up minor dependents (17 years or younger)
Log in to your account and click “My Family” on the top menu. Follow the online instructions to provide the necessary information and complete your dependent’s medical history.
- Set up adult dependents (18 – 26 years)
Adult dependents must set up their own account. Visit the website and click “Set up account.” Follow the online instructions to provide the required information and to complete your medical history.



3. Set Up Your Prescription Discount Account

Follow the steps below to set up your prescription discount account. If you have not activated your Membership Card, or if your Membership fees are not paid up to date, you are not eligible to set up your prescription discount account.

Please go to **www.myrxvalet.com/memberlogin.php**

1. Enter your Member ID that is located on your Alera Healthcare ID card
2. For your Group ID type in Alera
3. Complete your profile for yourself and any dependents

After registration is complete, you will receive an email with instructions and a video on how to use Rx Valet for home delivery and at your local pharmacy.

Please download the Rx Valet APP on your smartphone at your convenience.

If you are experiencing an urgent situation and don't have time to set up your account, you can hand your Alera card to the pharmacist to receive your medication. The discount will not be as great, so please set up your account when you have time.

Home Delivery Prescription Information:

- Home Delivery orders are fulfilled exclusively through Advanced Pharmacy, LLC. To save time, have your physician send your prescription directly to Advanced Pharmacy electronically.
- Alternatively, they can also transfer your existing prescriptions from another pharmacy to fulfill your order. Please call their live Customer Care Team at 1-855-798-2538 and provide the medication details, pharmacy name, and pharmacy telephone number.
- Electronic prescriptions should be sent to Advanced Pharmacy, LLC located at **350-D Feaster Road Greenville, SC 29615.**
Phone: 855-240-9368 **Fax: 888-415-7906**
NPI: 1174830475 **NCPDP: 4229971**

4. Review Your Offerings

This guide contains the information you need to understand each offering available with your Plan. Keep your Member Card with you at all times; the contact number for your telemedicine provider is printed on your card. It is highly encouraged to contact your telemedicine provider before seeking medical attention.

TELEMEDICINE

More than 80% of primary medical conditions can be resolved by your telemedicine provider. It is always encouraged that members contact their telemedicine provider first for quick, convenient medical assistance. The contact information for your telemedicine provider is found on your member card. Instructions are also found on the back of your Welcome Letter, as well as on our web site, under Member Resources.

Offerings of the Telemedicine Program

- At home, at work, or while traveling in the US, speak to a telemedicine doctor from anywhere, anytime, on the go.
- 24/7 access to a doctor via face-to-face internet consultation or by phone is available for you and dependents on your Plan.
- Speak with the next available doctor or schedule an appointment for a more convenient time.
- Telemedicine doctors typically respond within 15 minutes of your call.
- Save time and money by avoiding expensive emergency room visits, waiting for an appointment, or driving to a local facility.
- Telemedicine consultations are free for you and dependents on your Plan.
- Telemedicine providers can treat conditions such as:
 - Cold and flu symptoms
 - Bronchitis
 - Allergies
 - Poison ivy
 - Pink eye
 - Urinary tract infections
 - Respiratory infections
 - Sinus problems
 - Ear infections, and more

Antibiotics are not always the answer to treat a medical condition. Doctors may choose not to prescribe antibiotics for viral illnesses such as common colds, sore throats, coughs, sinus infections, and the flu.

If the telemedicine doctor recommends that you see your PCP or visit an urgent care facility, contact Alera's Concierge Service, and a member care specialist will be happy to assist you with scheduling an appointment.

PREVENTIVE CARE

It's easier to stay healthy when you have regular preventive care. Members have no out-of-pocket expenses for preventive services, which include, but are not limited to, routine in-network checkups, pap smears, flu shots and more.

HOW TO USE PREVENTIVE SERVICES

- 1.** Download the Preventive Healthcare Guidebook from the link found in your Welcome email or visit us online at www.alierahealthcare.com or www.trinityhealthshare.org.
- 2.** Members do not need to call their telemedicine provider to schedule preventive care.
- 3.** Upon arrival at a PCP, please present your Membership Card and one photo ID. The front desk admin will check your eligibility status. If you have not activated your Membership Card, or if Membership fees are not current, your Plan will not share the costs of the provider.
- 4.** Preventive health services must be appropriate for the eligible person and follow the guidelines below:
 - A.** In general – those of the U.S. Preventive Services Task Force that have an A or B rating.
 - B.** For immunizations – those of the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
 - C.** For preventive care and screenings for children and adolescents – those of the Health Resources and Services Administration.
 - D.** For preventive care and screenings for women – those of the Health Resources and Services Administration that are not included in section (A) of the U.S. Preventive Services Task Force schedule.

LABS AND DIAGNOSTICS

Aliera and Trinity Members have access to lab work in the convenience of their in-network provider's office or at any lab location nationwide.

URGENT CARE

Your membership raises the standard of healthcare available to you by putting individuals first, treating them with clinical excellence, and focusing on their well-being. Members can access services from hundreds of Urgent Care network facilities throughout the United States.

- AlierCare Bronze, Silver, and Gold plans have unlimited Urgent Care visits.
- See Appendix for your specific plan details.
- X-rays are included, and subject to \$25 per read fee at Urgent Care.

HOW TO USE THE URGENT CARE SERVICE

1. Call 911 if your emergency is life threatening; otherwise, please contact your telemedicine provider first via telephone or a scheduled face-to-face internet conference. Your provider will determine if your medical condition can be resolved without visiting a local urgent care facility.
2. If your medical issue cannot be resolved after your free consultation with a telemedicine doctor, visit the closest in-network Urgent Care facility.
3. Upon arrival at an Urgent Care facility, present your Membership Card and one photo ID. The front desk admin will check your eligibility status. If you have not activated your Membership Card, or if Membership fees are not current, your Plan will not cover the costs of the provider.
4. At time of service, payment of \$20 (on average) is due for the consultation, and a \$25 per read fee for X-rays if needed may be due. Costs may be higher depending on your state and provider.

IF URGENT CARE SERVICES ARE UNAVAILABLE

If an in-network Urgent Care facility is unavailable to a Member requiring immediate Urgent Care, please adhere to the following procedure:

- 1.** Visit **www.alierahealthcare.com**. Click “Network” to find the nearest urgent care facility under MultiPlan.
- 2.** If the nearest in-network facility is more than 20 miles away from the Member, is closed (after 6:00 p.m.), or is no longer in business, the Member should seek out the nearest Urgent Care facility, hospital, or emergency room to receive urgent medical attention.
- 3.** Alieracare products are not health insurance plans and Alieracare nor Trinity are responsible for payment to out-of-network Urgent Care facility, hospital, or emergency room. The Member is solely responsible for such urgent care medical payments. Alieracare and or Trinity maintain an allotment fund designed to provide a Member with supplemental payment assistance (ex gratia) in the amount of \$105.00 to offset the cost incurred at an out-of-network Urgent Care or Hospital emergency room facility. This monetary assistance is limited to one visit per year, per Member. Payment is made directly to the Member after confirmation of submitted proof of urgent care necessity and unavailability of an in-network provider.

PRIMARY CARE

PRIMARY CARE FOR SICK CARE

In addition to our urgent care services, many of our plans offer Members under the age of 65 episodic primary care or sick care.

- AlierCare Bronze, Silver, and Gold plans have unlimited Primary Care visits.
- Annual Physicals are available immediately.
- For convenience, some clinics are open evenings and weekends.

HOW TO USE PRIMARY CARE SERVICE FOR SICK CARE

1. Contact your telemedicine provider to speak with a U.S. board-certified doctor via telephone or a scheduled face-to-face internet conference.
2. The telemedicine doctor may be able to resolve your medical issue and prescribe medication if needed. More than 80% of primary medical conditions can be resolved by your telemedicine provider.
3. If your medical issue cannot be resolved after a no fee consultation with the telemedicine doctor, visit the closest in-network Primary Care facility.
4. Upon arrival at a clinic, present your Membership Card and one photo ID. The front desk admin will check your eligibility status before you can see a provider. If you have not activated your Membership Card, or if Membership fees are not current, your Plan will not cover the costs of the provider.
5. At the time of service, a consult fee is due for the consultation, and a \$25 per read fee for X-rays if needed. Costs may be higher depending on your state and provider.

SPECIALTY CARE

AlierCare members are required to obtain referrals to visit a specialist, except for women in need of gynecological care for routine medical needs. Specialty visits have a consult fee at the time of service.

HOSPITALIZATION

Your hospitalization cost-sharing is provided to you in an effort to alleviate the stress and strain during times of crisis or medical needs.

1. Members are required to pre-authorize all hospitalization services and visits unless it is an obvious medical emergency. Please see pre-authorization section for instructions.
2. The member will be responsible for first reaching their MSRA before any cost-sharing will be available. Once the MSRA has been reached in full, the sharing will then be reimbursed directly back to the providers and hospital facilities.
3. Several plans allow for fixed cost-sharing in the emergency room. Please see Appendix for your exact plan details.

PPO NETWORK

With a growing nationwide PPO network of more than 1,000,000 healthcare professionals and more than 6,000 facilities, Multiplan PHCS network offers Plan Members a range of quality choices to help them stay healthy.

- Search for providers by distance, cost efficiency, and specialty.

FIND A NETWORK HEALTHCARE PROFESSIONAL

- Visit **www.alierahealthcare.com**.
- Hover over the Member Resources tab.
- Click on Provider Network.
- Click on the Medical Provider logo associated with your plan.
- Search for a provider by Zip Code, City, County, State, or other search criteria.

**Call Alera Healthcare at (844) 834-3456 OR
Trinity HealthShare at (844) 763-5338.**

Select the Provider Coordination Department and a care coordinator will help you navigate the healthcare process effectively and efficiently.

PART II : HOW YOUR HEALTHCARE COST-SHARING MINISTRY (HCSM) WORKS

Trinity HealthShare is a clearing house that administers voluntary sharing of healthcare needs for qualifying members. The membership is based on a tradition of mutual aid, neighborly assistance, and burden sharing. The membership does not subsidize self-destructive behaviors and lifestyles, but is specifically tailored for individuals who maintain a healthy lifestyle, make responsible choices in regards to health and care, and believe in helping others. The Trinity HealthShare membership is not health insurance.

Guidelines Purpose and Use

The HCSM guidelines are provided as an outline for eligible needs in which contributions are shared in accordance with the membership's clearing house instructions. They are not for the purpose of describing to potential contributors the amount that will be shared on their behalf and do not create a legally enforceable right on the part of any contributor. Neither these guidelines nor any other arrangement between contributors and Trinity HealthShare creates any rights for any contributor as a reciprocal beneficiary, as a third-party beneficiary, or otherwise.

The edition of the guidelines in effect, on the date of medical services, supersedes all previous editions of the guidelines and any other communication, written or verbal. With written notice to the general membership, the guidelines may change at any time based on the preferences of the membership and on the decisions, recommendations, and approval of the Board of Trustees.

An exception to a specific provision only modifies that provision and does not supersede or void any other provisions.

Individuals Helping Individuals

Contributors participating in the membership help individuals with their medical needs. Trinity HealthShare facilitates in this assistance and acts as an independent and neutral clearing house, dispersing monthly contributions as described in the membership instructions and guidelines.

MEMBERSHIP QUALIFICATIONS

To become and remain a member of Trinity HealthShare, a person must meet the following criteria:

Religious Beliefs and Standards. The person must have a belief of helping others and/or maintaining a healthy lifestyle as outlined in the Statement of Beliefs contained in the membership application. If at any time during participation in the membership, the individual is not honoring the Statement of Beliefs, they will be subject to removal from participating in the membership.

Medical History. The person must meet the criteria to be qualified for a membership on his/her application date, based on the criteria set forth in this guidebook and the membership application.

If, at any time, it is discovered that a member did not submit a complete and accurate medical history on the membership application, the criteria set forth in the Membership Eligibility Manual on his/her application date will be applied, and could result in either a retroactive membership limitation or a retroactive denial to his/her effective date of membership.

Members may apply to have a membership limitation removed by providing medical evidence that they qualify for such removal according to the criteria set forth in the Membership Eligibility Manual. Membership limitations and denials can be applied retroactively but cannot be removed retroactively.

Application, Acceptance, and Effective Date. A person must submit a membership application and be accepted into the membership by meeting the criteria of the Member Eligibility Manual. The membership begins on a date specified by Trinity HealthShare in writing to the member.

Dependent(s). A dependent may participate under a combined membership with the head of household.

A dependent wishes to continue participating in the membership but no longer qualifies under a combined membership must apply and qualify for a membership based on the criteria set forth in the Membership Eligibility Manual.

Under a combined membership, the head of household is responsible for ensuring that everyone participating under the combined membership meets and complies with the Statement of Beliefs and all guideline provisions.

Financial Participation. Monthly contributions are requested to be received by the 1st or 15th of each month depending on the member's effective date. If the monthly contribution is not received within 5 days of the due date, an administrative fee may be assessed to track, receive, and post the monthly contribution. If the monthly contribution is not received by the end of the month, a membership will become inactive as of the last day of the month in which a monthly contribution was received.

Any member who has a membership that has become inactive will be able to reapply for membership under the terms outlined to them in writing by Trinity HealthShare. A member will not be able to reapply for membership if their account has been made inactive a total of three times.

Needs occurring after a member's inactive date and before they reapply are not eligible for sharing.

When Available Shares are less than Eligible Needs. In any given month, the available suggested share amounts may or may not meet the eligible needs submitted for sharing. If a member's eligible bills exceed the available shares to meet those needs, the following actions may be taken:

1. A pro-rata sharing of eligible needs may be initiated, whereby the members share a percentage of eligible medical bills within that month and hold back the balance of those needs to be shared the following month.
2. If the suggested share amount is not adequate to meet the eligible needs submitted for sharing over a 60-day period, then the suggested share amount may be increased in sufficient proportion to satisfy the eligible needs. This action may be undertaken temporarily or on an ongoing basis.

Other Criteria. Children under the age of 18 may not qualify for their own membership. Non-U.S. citizens may qualify for membership as determined by Trinity HealthShare on a case-by-case basis.

MONTHLY CONTRIBUTIONS

Monthly contributions are voluntary contributions or gifts that are non-refundable. As a non-insurance membership, neither Trinity HealthShare nor the membership are liable for any part of an individual's medical need. All contributors are responsible for their own medical needs. Although monthly contributions are voluntary contributions or gifts, there are administrative costs associated with monitoring the receipt and disbursement of such contributions or gifts. Therefore, declined credit cards, returned ACH payments, or any contribution received after the members reoccurring active date may incur an administrative fee.

IMPORTANT INFORMATION ABOUT PLAN CHANGES:

Members wishing to change to a membership type other than that which they are currently participating may, at the discretion of Trinity HealthShare, be required to submit a new signed and dated membership application for review. Membership type changes can only become effective on the first of the month after the new membership application has been approved.

- 1.** When switching from one annual product category to another (i.e. AleraCare to Trinity HealthShare's CarePlus Advantage) your plan will be reset as if it is a new enrollment. This rule does not apply when transitioning from an InterimCare plan.
- 2.** You are allowed two plan changes per membership year. The first is free of cost, the second will incur the application fee of the desired product.

Contributors wishing to discontinue participation in the membership must submit the request in writing by the 20th day of the month before which the contributions will cease. The request should contain the reason why the contributor is discontinuing participation in the membership. Should the contributor fail to follow these guidelines as they pertain to discontinuing their participation in the membership and later wish to reinstate their membership, unsubmitted contributions from the prior participation must be submitted with a new application.

A member is not eligible for cost-sharing when a member:

- A.** Receives care within the first 60 days of the plan and cancels membership within 30 days of receiving medical care; except within the last 90 days of the membership term;
- B.** Receives or requires surgery within the first 60 days of becoming a member except in the case of an accident.

EARLY VOLUNTARY TERMINATION

Members of the Trinity HealthShare may terminate their membership at any time, with 30 days prior notice. Trinity HealthShare plans are not a substitute for "short term medical plans". Medical expenses incurred during the term of the membership and followed by early voluntary termination within 90 days of incurring medical expenses, will be reviewed and may not be eligible for cost-sharing, where the early termination was not as a direct result of affordability issues with the health sharing program.

STATEMENT OF BELIEFS

At the core of what we do, and how we relate to and engage with one another as a community of people, is a set of common beliefs. Our Statement of Shared Beliefs is as follows:

1. We believe that our personal rights and liberties originate from God and are bestowed on us by God.
2. We believe every individual has a fundamental religious right to worship God in his or her own way.
3. We believe it is our moral and ethical obligation to assist our fellow man when they are in need per our available resources and opportunity.
4. We believe it is our spiritual duty to God and our ethical duty to others to maintain a healthy lifestyle and avoid foods, behaviors, or habits that produce sickness or disease to ourselves or others.
5. We believe it is our fundamental right of conscience to direct our own healthcare in consultation with physicians, family, or other valued advisors.

DEFINITION OF TERMS

Terms used throughout the Member Guide and other documents are defined as follows:

Affiliated Practitioner. Medical care professionals or facilities that are under contract with a network of providers with whom Trinity HealthShare works. Affiliated providers are those that participate in the PHCS network. A list of providers can be found at <http://www.multipan.com>.

Application Date. The date Trinity HealthShare receives a complete membership application.

Combined Membership. Two or more family members residing in the same household.

Contributor. Person named as head of household under the membership.

Dependent. The head of household's spouse or unmarried child(ren), under the age of 20 or 26 if a full-time student, who are the head of household's dependent by birth, legal adoption, or marriage who is participating under the same combined membership.

Eligible. Medical needs that qualify for voluntary sharing of contributions from escrowed funds, subject to the sharing limits.

Escrow Instructions. Instructions contained on the membership application outlining the order in which voluntary monthly contributions may be shared by Trinity HealthShare.

Guidelines. Provided as an outline for eligible medical needs in which contributions are shared in accordance with the membership's escrow instructions.

Head of Household. Contributor participating by himself for herself; or the husband or father that participates in the membership; or the wife or mother that participates in the membership. The Head of Household is the oldest member on the plan.

Licensed Medical Physician. An individual engaged in providing medical care and who has received state license approval as a practicing Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.).

Medically Necessary. A service, procedure, or medication necessary to restore or maintain physical function and is provided in the most cost-effective setting consistent with the member's condition. Services or care administered as a precaution against an illness or condition or for the convenience of any party are not medically necessary. The fact that a provider may prescribe, administer, or recommend services or care does not make it medically necessary, even if it is not listed as a membership limitation or an ineligible need in these guidelines. To help determine medical necessity, Trinity HealthShare may request the member's medical records and may require a second opinion from an affiliated provider.

Member(s). A person(s) who qualifies to receive voluntary sharing of contributions for eligible medical needs per the membership clearing house instructions, guidelines, and membership type.

Member Shared Responsibility Amounts (MSRA). The amounts of an eligible need that do not qualify for sharing because the member is responsible for those amounts.

Membership. All members of Trinity HealthShare.

Membership Eligibility Manual. The reference materials that contain the criteria used to determine if a potential member is eligible for participation in the membership and if any membership limitations apply.

Membership Type. HCSM sharing options are available with different member shared responsibility amounts (MSRA) and sharing limits as selected in writing on the membership application and approved by Trinity HealthShare.

Monthly Contributions. Monetary contributions, excluding the annual membership fee, voluntarily given to Trinity HealthShare to hold as an escrow agent and to disburse according to the membership escrow instructions.

Need(s). Charges or expenses for medical services from a licensed medical practitioner or facility arising from an illness or accident for a single member.

Non-affiliated Practitioner. Medical care professionals or facilities that are not participating within our current network.

Pre-existing Condition. Any illness or accident for which a person has been diagnosed, received medical treatment, been examined, taken medication, or had symptoms within 24 months prior to the effective date. Symptoms include but are not limited to the following: abnormal discharge or bleeding; abnormal growth/break; cut or tear; discoloration; deformity; full or partial body function loss; obvious damage, illness, or abnormality; impaired breathing; impaired motion; inflammation or swelling; itching; numbness; pain that interferes with normal use; unexplained or unplanned weight gain or loss exceeding 25% of the total body weight occurring within a six-month period; fainting, loss of consciousness, or seizure; abnormal results from a test administered by a medical practitioner.

Usual, Customary and Reasonable (UCR). The lesser of the actual charge or the charge most other providers would make for those or comparable services or supplies, as determined by Trinity HealthShare.

CONTRIBUTORS' INSTRUCTIONS AND CONDITIONS

By submitting monthly contributions, the contributors instruct Trinity HealthShare to share clearing house funds in accordance with the membership instructions. Since Trinity HealthShare has nothing to gain or lose financially by determining if a need is eligible or not, the contributor designates Trinity HealthShare as the final authority for the interpretation of these guidelines. By participation in the membership, the member accepts these conditions.

ELIGIBLE MEDICAL EXPENSES*

Medical costs are shared on a per person per incident basis for illnesses or injuries incurring medical expenses after the membership effective date when medically necessary and provided by or under the direction of licensed physicians, osteopaths, urgent care facilities, clinics, emergency rooms, or hospitals (inpatient and outpatient), or other approved providers. Unless otherwise limited or excluded by these Guidelines, medical expenses eligible for sharing include, but are not limited to, physician and hospital services, emergency medical care, surgical procedures, medical testing, x-rays, ambulance transportation, and prescriptions.

**See the Appendix for other limits and conditions of sharing by plan*

- 1. Allergy Office Visits and Testing**
- 2. Ambulance.** Emergency land or air ambulance transportation to the nearest medical facility capable of providing the medically necessary care to avoid seriously jeopardizing the sharing member's life or health. Air transportation is limited to \$10,000.
- 3. Anesthesiologist Services**
- 4. B12 Injections.** Eligible at a PCP or Specialist only.
- 5. Birthing Center.** Eligible after MSRA.
- 6. Cancer.** Cancer sharing eligibility is available immediately for new occurrences of cancer. Any pre-existing or recurring cancer condition is not eligible for sharing. Cancer sharing will not be available for individuals who have cancer at the time of or five (5) years prior to application. If cancer existed outside of the 5-year time frame of a pre-existing look-back, the following must be met in the five (5) years prior to application, to be eligible for future, non-recurring cancer incidents. 1. The condition had not been treated nor was future treatment prescribed/planned; 2. The condition had not produced harmful symptoms (only benign symptoms); 3. The condition had not deteriorated. Cancer is limited to a maximum per term of \$500,000 when applicable.

- 7. Cardiac Rehabilitation.** Eligible after MSRA.
- 8. Chemotherapy.** Subject to cancer limitations.
- 9. Chronic Maintenance.** Chronic maintenance is eligible when a member has chosen a plan with chronic maintenance specifically included and a listing of the maximum number of allowable visits. See 'Appendix' attached hereto.
- 10. Diagnostic Lab & Pathology.** Eligible after MSRA.
- 11. Diagnostic Lab & Radiology.** Eligible after MSRA.
- 12. Emergency Room.** Emergency room services for stabilization or initiation of treatment of a medical emergency condition provided on an outpatient basis at a hospital, clinic, or Urgent Care facility, including when hospital admission occurs within twenty-three (23) hours of emergency room treatment.
- 13. Eye Care.** Limited to medical necessity and accident only. Excludes cosmetic, frames, lenses, contacts, extensive eye exams and subject to pre-existing limitations.
- 14. Home Health Care.** Eligible after MSRA.
- 15. Home Infusion Services.** Eligible after MSRA.
- 16. Hospice Services.** Eligible after MSRA.
- 17. Hospitalization.** Hospital charges for inpatient or outpatient hospital treatment or surgery for a medically diagnosed condition.
- 18. Maternity.** AlierCare Bronze, Silver, and Gold plans have full maternity offerings. Medical expenses for maternity ending in a delivery by emergency cesarean section that are medically necessary, are eligible for sharing up to \$8,000, subject to the applicable Member Shared Responsibility Amount. Medical expenses for a newborn arising from complications at the time of delivery, including, but not limited to, premature birth, are treated as a separate incident and limited to \$50,000 of eligible sharing, subject to the Member Shared Responsibility Amount.
- 19. Mental Health.** Plan holders are eligible for \$2,500 (max) for Psychotherapy office visits and \$1,000 (max) at out-patient facilities. Excludes in-patient and residential settings.

- 20. Occupational Therapy.** Up to six (6) visits per membership year for occupational therapy.
- 21. Organ Transplant Limit.** Eligible needs requiring organ transplant may be shared up to a maximum of \$150,000 per member. This includes all costs in conjunction with the actual transplant procedure. Needs requiring multiple organ transplants will be considered on a case-by-case basis.
- 22. Physical Therapy.** Up to six (6) visits per membership year for physical therapy by a licensed physical therapist.
- 23. Podiatry Services.** Eligible after MSRA.
- 24. Preadmission Testing.** Eligible after MSRA.
- 25. Prescription Drugs.** The AlierCare plan includes a service by RX Valet, which includes discounts for prescription drugs. See Appendix for details.
- 26. Preventive.** Most programs from either Trinity or Alier provide everyone with the necessities of the 64 preventive care services as outlined by the United States Preventive Task force. (Excludes CarePlus Advantage.) Preventive care includes the PCP office visit and does not require a co-expense or consult fee.
- 27. Primary Care.** Depending on your plan choice, primary care is at the core of preventing medical issues from escalating into a more catastrophic need. See Appendix for the specific plan details.
- 28. Pulmonary Rehab**
- 29. Radiation Therapy.** Subject to cancer limitations.
- 30. Retail Walk in Clinics.** Subject to specialty consult fee based on plan chosen. See Appendix for details.
- 31. Routine Hearing Exams.** At Primary Care (PCP) only.
- 32. Routine Nursing Care of Newborn Infant.** Eligible after MSRA.
- 33. Skilled Nursing Facility.** Eligible after MSRA.
- 34. Sleep Disorders.** Overnight Sleep Testing Limit: All components of a polysomnogram must be completed in one session. A second overnight test will not be eligible for sharing under any circumstance. Overnight sleep testing must be medically necessary and will require pre-authorization. Allowed charges will not exceed the Usual, Customary, and Reasonable charges for the area.

- 35. Smoking Cessation.** Members who have acknowledged they smoke and made an additional contribution are provided the opportunity to obtain free smoking cessation medication and counseling through the eligible preventive services.
- 36. Specialty Care.** For most everyday medical conditions, your PCP is your one-stop medical shop. However, there are cases when it's time to see a specialist who's had additional education and been board certified for that specialty. For situations like these, the AlierCare Bronze, Silver, and Gold plans provides specialty care offerings at the cost of just a consult fee. A member will need to receive a PCP referral to see a specialist for treatment or consultation outside of their scope of knowledge.
- 37. Speech Therapy.** Up to six (6) visits per membership year. Only applicable after a stroke.
- 38. Surgical Offerings.** Non-life-threatening surgical offerings are not available for the first 60 days of membership. Please verify eligibility by calling Member Services before receiving any surgical services.
- 39. Telemedicine.** Telemedicine is included in all AlierCare programs offered by Trinity HealthShare and Alier Healthcare as your first line of defense. Your membership provides you and your family 24/7/365 access to a U.S. Board certified medical doctor.
- 40. Urgent Care.** If your plan provides cost-sharing for Urgent Care, you will have the added benefit of enjoying the ability to choose an Urgent Care facility in lieu of an emergency room. See the Appendix for any urgent care options and any limitations to plan.
- 41. X-rays.** X-rays listed on your plan details in the Appendix are for imaging services at PCP or Urgent Care facilities only and require a \$25 read fee per view at time of service. Your MSRA will apply to all other x-rays. MRI, CT Scans and other diagnostics must be paid with your MSRA before cost-sharing is provided.

**Medical Expense Incident is any medically diagnosed condition receiving medical treatment and incurring medical expenses of the same diagnosis. All related medical bills of the same diagnosis comprise the same incident. Such expenses must be submitted for sharing in the manner and form specified by Trinity HealthShare. This may include, but not be limited to, standard industry billing forms (HCFA1500 and/or UB 92) and medical records. Members share these kinds of costs.*

LIMITS OF SHARING

Total eligible needs shared from member contributions are limited as defined in this section and as further limited in writing to the individual member.

- 1. Lifetime Limits.** \$1,000,000: the maximum amount shared for eligible needs over the course of an individual member's lifetime.
- 2. Per Incident.** The occurrence of one particular sickness, illness, or accident.
- 3. Cancer Limits when applicable.** Cancer is limited to a maximum per term of \$500,000 when applicable.
- 4. Member Shared Responsibility Amounts (MSRA).** Eligible needs are limited to the amounts in excess of the MSRA, which are applied per individual member per the plan year. MSRA(s). The eligible amount that does not qualify for sharing based on the membership type chosen by the member.
- 5. Non-Affiliated Practitioner.** Services rendered by a non-affiliated practitioner will not be eligible for sharing nor will any amount be applied to your MRSA unless specified differently in the plan details contained herein.

COST-SHARING FOR PRE-EXISTING CONDITIONS

Bronze Program cost-sharing parameters for pre-existing conditions. The following restrictions are only applicable to a pre-existing condition and do not affect normal sharing for other non-pre-existing related incidents, events, etc.

- 1.** Chronic or recurrent conditions that have evidenced signs/symptoms and/or received treatment and/or medication within the past 24 months are not eligible for sharing during the first 24 months of membership.
- 2.** Upon inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.
- 3.** Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Silver Program cost-sharing parameters for pre-existing conditions. The following restrictions are only applicable to a pre-existing condition and do not affect normal sharing for other non-pre-existing related incidents, events, etc.

1. During the first two years of continuous membership, sharing is available up to \$10,000 of total medical expenses incurred for pre-existing conditions per year, after a separate MSRA equal to two times your plan MSRA.
2. Upon inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.
3. Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Gold Program cost-sharing parameters for pre-existing conditions. The following restrictions are only applicable to a pre-existing condition and do not affect normal sharing for other non-pre-existing related incidents, events, etc.

1. During the first two years of continuous membership, sharing is available up to \$20,000 of total medical expenses incurred for a pre-existing condition per year, after a separate MSRA equal to two times your plan MSRA.
2. Upon the inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.
3. Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Other Resources. Offerings available to the member from other sources such as insurance, VA, Tricare, private grants, or by a liable third party (primary, auto, home insurance, educational, etc.), will be considered the member's primary benefit source, and the member will be required to file medical claims with those providers first. If there are medical expenses that those sources do not pay, the member is authorized to submit the excess medical expenses for sharing, and the MSRA will be waived, up to the maximum MSRA as defined in the member's plan. The MSRA will only be waived if a third party source pays on the member's behalf. Sharing of monthly contributions for a need that is later paid, or found to payable by another source will automatically allow Trinity HealthShare full rights to recover the amounts that were shared with the member.

MEDICAL EXPENSES NOT GENERALLY SHARED BY HCSM

Only needs incurred on or after the membership effective date are eligible for sharing under the membership instructions. The member (or the member's provider) must submit a request for sharing in the manner and format specified by Trinity HealthShare. This includes, but is not limited to, a Need Processing Form, standard industry billing forms (HCFA 1500 and/or most recent UB form), and may include medical records. All participating members have a responsibility to abide by the Members' Rights and Responsibilities published by Trinity HealthShare and are included at the end of these guidelines.

Needs arising from any one of the following are not eligible for sharing under the membership clearing house instructions:

- 1.** Abortion Services
- 2.** Acupuncture Services
- 3.** Aqua Therapy
- 4.** Biofeedback
- 5.** Birth Control (Male) Elective Sterilization
- 6.** Birth Control (Male) Reversal of Sterilization
- 7.** Cataract Contacts or Glasses
- 8.** Chemical Face Peels
- 9.** Chiropractic Services
- 10.** Christian Science Practitioner
- 11.** Cochlear Devices
- 12.** Cosmetic Surgery
- 13.** Custodial Care Services
- 14.** Dental Services
- 15.** Dermabrasion Services
- 16.** Diabetic Insulin, Supplies, and Syringes

- 17.** Doula
- 18.** Durable Medical Equipment
- 19.** Education Services
- 20.** Exercise Equipment
- 21.** Experimental Drugs
- 22.** Experimental Procedures
- 23.** Extreme sports: Sports that voluntarily put an individual in a life-threatening situation. Sports such as but not limited to “free climb” rock climbing, parachuting, fighting, martial arts, racing, cliff diving, powerboat racing, air racing, motorcycle racing, extreme skiing, wingsuit, and similar.
- 24.** Gender Dysphoria
- 25.** Gender Dysphoria Office Visit – PCP
- 26.** Gender Dysphoria Office Visit – Specialist
- 27.** Genetic Testing
- 28.** Group Therapy Services
- 29.** Hemodialysis
- 30.** Hypnotherapy Services
- 31.** Infertility Diagnostic or treatment
- 32.** Infertility Services
- 33.** Investigational Drugs/Procedures
- 34.** Lifestyles or activities engaged in after the application date that conflicts with the Statement of Beliefs (on the membership application).
- 35.** Massage Therapy
- 36.** Midwifery
- 37.** MILIEU Situational Therapy Services
- 38.** Morbid Obesity

- 39.** Non- Routine Hearing Exams & Hearing Aids
- 40.** Nurse Practitioner
- 41.** Orthopedic Shoes
- 42.** Orthotics (back, neck, knee, wrist, etc.)
- 43.** Pain Management
- 44.** Personal aircraft includes hang gliders, parasails, ultra-lights, hot air balloons, sky/diving, and any other aircraft not operated by a commercially licensed public carrier.
- 45.** Personal Convenience Items
- 46.** Post-Surgical Bras
- 47.** Private Duty Nursing Services
- 48.** Professional Sports Injuries
- 49.** Prosthetic Appliances
- 50.** Robotic Surgery
- 51.** Self-Inflicted Injury
- 52.** Sexual Dysfunction Services
- 53.** Sexual Transformation Services
- 54.** Substance Abuse
- 55.** Surgical Stockings
- 56.** Treatment or referrals received or obtained from any family member including, but not limited to, father, mother, aunt, uncle, grandparent, sibling, cousin, dependent, or any in-laws.

PRE-AUTHORIZATION REQUIRED

Non-Emergency Surgery, Procedure, or Test. The member must have the following procedures or services pre-authorized as medically necessary prior to receiving the service. Failure to comply with this requirement will render the service not eligible for sharing.

Hospitalizations. Non-emergency prior to admission; emergency visits notification to Trinity HealthShare within 48 hours.

- MRI studies/CT scans/Ultrasounds
- Sleep studies must be completed in one session
- Physical or occupational therapy
- Speech therapy under limited circumstances only
- Cardiac testing, procedures, and treatments
- In-patient cancer testing, procedures, and treatments
- Infusion therapy within facility
- Nuclide studies
- EMG/EEG
- Ophthalmic procedures
- ER visits, emergency surgery, procedure, or test:
Non-emergency use of the emergency room is not eligible for sharing. Trinity HealthShare must be notified of all ER visits within 48 hours. Medical records will be reviewed for all ER visits to determine eligibility. An emergency is defined as treatment that must be rendered to the patient immediately for the alleviation of the sudden onset of an unforeseen illness or injury that, if not treated, would lead to further disability or death. Examples of an emergency include, but are not limited to, severe pain, choking, major bleeding, heart attack, or a sudden, unexplained loss of consciousness.

Eligibility for Cancer Needs. In order for needs related to cancer hospitalization of any type to be eligible (e.g. breast, colorectal, leukemia, lymphoma, prostate, skin, etc.), the member must meet the following requirements:

The member is required to contact Trinity HealthShare within 30 days of diagnosis. If the member fails to notify Trinity HealthShare within the 30-day time frame, the member will be responsible for 50% of the total allowed charges after the MRSA(s) has been assessed to the member for in-patient cancer hospitalization.

Early detection provides the best chance for successful treatment and in the most cost effective manner. Effective January 1, 2017, the membership requires that all members aged 40 and older receive appropriate screening tests every other year – mammogram or thermography and pap smear with pelvic exams for women and PSA testing for men. **Failure to obtain biannual mammograms and gynecological tests listed above for women or PSA tests for men will render future needs for breast, cervical, endometrial, ovarian, or prostate cancer ineligible for sharing.**

DISPUTE RESOLUTION AND APPEAL

Trinity HealthShare is a voluntary association of like-minded people who come together to assist each other by sharing medical expenses. Such a sharing and caring association does not lend itself well to the mentality of legally enforceable rights. However, it is recognized that differences of opinion will occur, and that a methodology for resolving disputes must be available. Therefore, by becoming a Sharing Member of Trinity HealthShare, you agree that any dispute you have with or against Trinity HealthShare, its associates, or employees will be settled using the following steps of action, and only as a course of last resort.

If a determination is made with which the sharing member disagrees and believes there is a logically defensible reason why the initial determination is wrong, then the sharing member may file an appeal.

- A. 1st Level Appeal.** Most differences of opinion can be resolved simply by calling Trinity HealthShare who will try to resolve the matter telephonically within a reasonable amount of time.

- B. 2nd Level Appeal.** If the sharing member is unsatisfied with the determination of the member services representative, then the sharing member may request a review by the Internal Resolution Committee, made up of three Trinity HealthShare officials. The appeal must be in writing, stating the elements of the dispute and the relevant facts. Importantly, the appeal should address all of the following:
 - 1.** What information does Trinity HealthShare have that is either incomplete or incorrect?
 - 2.** How do you believe Trinity HealthShare has misinterpreted the information already on hand?
 - 3.** Which provision in the Trinity HealthShare Guidelines do you believe Trinity HealthShare applied incorrectly?

Within thirty (30) days, the Internal Resolution Committee will render a written decision, unless additional medical documentation is required to make an accurate decision.

- C. 3rd Level Appeal.** Should the matter remain unresolved, then the aggrieved party may ask that the dispute be submitted to three sharing members in good standing and randomly chosen by Trinity HealthShare, who shall agree to review the matter and shall constitute an External Resolution Committee. Within thirty (30) days the External Resolution Committee shall render their opinion in writing, unless additional medical documentation is required to make an accurate decision.
- D. Final Appeal.** If the aggrieved sharing member disagrees with the conclusion of his/her fellow sharing members, then the aggrieved party may ask that the dispute be submitted to a medical expense auditor, who shall have the matter reviewed by a panel consisting of personnel who were not involved in the original determination and who shall render their opinion in writing within thirty (30) days, unless additional medical documentation is required to make an accurate decision.
- E. Mediation and Arbitration.** If the aggrieved sharing member disagrees with the conclusion of the Final Appeal Panel, then the matter shall be resolved by first submitting the disputed matter to mediation. If the dispute is not resolved the matter will be submitted to legally binding arbitration in accordance with the Rules and Procedure of the American Arbitration Association. Sharing members agree and understand that these methods shall be the sole remedy to resolve any controversy or claim arising out of the Sharing Guidelines, and expressly waive their right to file a lawsuit in any civil court against one another for such disputes; except to enforce an arbitration decision. Any arbitration shall be held in Atlanta, Georgia, and conducted in the English language subject to the laws of the State of Georgia. Trinity HealthShare shall pay the filing fees for the arbitration and arbitrator in full at the time of filing. All other expenses of the arbitration shall be paid by each party including costs related to transportation, accommodations, experts, evidence gathering, and legal counsel. Further agreed that the aggrieved sharing member shall reimburse the full costs associated with the arbitration, should the arbitrator render a judgment in favor of Trinity HealthShare and not the aggrieved sharing member.

The aggrieved sharing member agrees to be legally bound by the arbitrator's final decision. The parties may alternatively elect to use other professional arbitration services available in the Atlanta metropolitan area, by mutual agreement.

APPENDIX A: PLAN DETAILS BRONZE

Lifetime Maximum Sharing: \$1,000,000

Bronze Program cost-sharing parameters for pre-existing conditions.

Hospitalization, In-Patient and Out-Patient Surgery, Specialty Care, and Emergency Room services for pre-existing conditions have a 24 month waiting period.

- A.** Pre-existing Condition: chronic or recurrent conditions that have evidenced signs/symptoms and/or received treatment and/or medication within the past 24 months are not eligible for sharing during the first 24 months of membership.
- B.** Upon the 25th month of continuous membership and thereafter, the condition will no longer be subject to the pre-existing condition sharing limitations.
- C.** Appeals may be considered for earlier sharing in surgical interventions when it is in the best interest of both the members and the membership to do so.

Cancer sharing is available immediately. Cancer sharing is only available for non-recurrent cancer diagnosis.

- 1.** ER visits are subject to review, and are meant only for life threatening situations.
- 2.** Non-emergency surgical services are unavailable for the first 2 months for Bronze. Surgical services do not include cosmetic surgery.
- 3.** All members seeking cost-sharing must use the prescription services Rx Valet included with your plan. Prescription drugs are eligible for cost-sharing by the percentage shown once a separate MSRA of \$1,500 for all prescriptions is met. Members are required to pay prescription cost out-of-pocket before submitting receipts to Trinity HealthShare mailing address, Attn. Trinity Rx Claims, for review and cost-sharing. Maximum reimbursement of \$4,000 per plan year.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay. Sharing is available for all eligible medical needs.

Administrative and Conditional Fees: \$125 one-time application fee per enrollment. Products NOT available in: AK, HI, MD, ME, PR, WA, WY; subject to change w/o prior notice.

APPENDIX A: PLAN DETAILS BRONZE LEVEL

	PPO Network	PPO Multiplan PHCS
Eligible Medical Cost-Sharing	Network	Non-Network
Eligible prior to meeting Member Shared Responsibility Amount (MSRA)		
Wellness & Preventive Care	100%	50% after MSRA
Telemedicine	Unlimited	Unlimited
Primary Care	\$50 Consult Fee	50% after MSRA
Specialty Care	\$125 Consult Fee	50% after MSRA
Urgent Care	\$100 Consult Fee	50% after MSRA
Emergency Room Services¹ Emergency room services including hospital facility and physician charges.	\$500 Consult Fee	\$500 Consult Fee
Eligible after meeting Member Shared Responsibility Amount (MSRA) ²		
MSRA Per member 1 (1-2 members)	\$1,000, \$2,500, \$5,000, \$10,000	50% towards MSRA
MSRA Family maximum (3+ members)	\$3,000, \$7,500, \$15,000, \$30,000	50% towards MSRA
Out-of-Pocket Maximum Per member 1 (1-2 members)	\$3,000, \$7,500, \$15,000, \$30,000	\$6,000, \$15,000, \$30,000, \$60,000
Out-of-Pocket Maximum Family maximum (3+ members)	\$9,000, \$22,500, \$45,000, \$90,000	\$18,000, \$45,000, \$90,000, \$180,000
Co-expense (Plan Pays)	60% after MSRA	50% after MSRA
Hospitalization In-Patient	60% after MSRA	50% after MSRA
Hospitalization Out-Patient	60% after MSRA	50% after MSRA
Imaging Eligible charges for CT, PET scans, MRIs, and the charges for related supplies.	60% after MSRA	50% after MSRA
Laboratory Out-Patient and Professional Services Sharing eligible for professional components of labs, including office, out-patient, and in-patient charges.	60% after MSRA	50% after MSRA
X-rays and Diagnostic Imaging Sharing eligible for the professional components of labs, including the office, out-patient, and in-patient charges.	60% after MSRA	50% after MSRA
Generic Prescription Drugs	No Cost-Sharing	Not eligible
Preferred Brand Drugs	50% Cost-Sharing ³	Not eligible
Non-Preferred Brand Drugs	No Cost-Sharing	Not eligible
Mail-Order	75% Cost-Sharing ³	Not eligible

See Legal Appendix on page 36

APPENDIX B: PLAN DETAILS SILVER

Lifetime Maximum Sharing: \$1,000,000

Silver Program cost-sharing parameters for pre-existing conditions.

Hospitalization, In-Patient and Out-Patient Surgery, Specialty Care, and Emergency Room services for pre-existing conditions have limitations during the first 24 months of membership.

- A.** During the first two years (24 months) of continuous membership, sharing is available up to \$10,000 of total medical expenses incurred for pre-existing conditions per year, after a separate MSRA equal to two times your plan MSRA.
- B.** Upon inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.
- C.** Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Cancer sharing is available immediately. Cancer sharing is only available for non-recurrent cancer diagnosis.

- 1.** ER visits are subject to review, and are meant only for life threatening situations.
- 2.** Non-emergency surgical services are unavailable for the first 2 months for Silver. Surgical services do not include cosmetic surgery.
- 3.** All members seeking cost-sharing must use the prescription services Rx Valet included with your plan. Prescription drugs are eligible for cost-sharing by the percentage shown once a separate MSRA of \$1,500 for all prescriptions is met. Members are required to pay prescription cost out-of-pocket before submitting receipts to Trinity HealthShare mailing address, Attn. Trinity Rx Claims, for review and cost-sharing. Maximum reimbursement of \$4,000 per plan year.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay. Sharing is available for all eligible medical needs.

Administrative and Conditional Fees: \$125 one-time application fee per enrollment. Products NOT available in: AK, HI, MD, ME, PR, WA, WY; subject to change w/o prior notice.

APPENDIX B: PLAN DETAILS SILVER LEVEL

	PPO Network	PPO Multiplan PHCS
	Eligible Medical Cost-Sharing	Network Non-Network
Eligible prior to meeting Member Shared Responsibility Amount (MSRA)		
Wellness & Preventive Care	100%	60% after MSRA
Telemedicine	Unlimited	Unlimited
Primary Care	\$35 Consult Fee	60% after MSRA
Specialty Care	\$75 Consult Fee	60% after MSRA
Urgent Care	\$75 Consult Fee	60% after MSRA
Emergency Room Services¹ Emergency room services including hospital facility and physician charges.	\$300 Consult Fee	\$500 Consult Fee
Eligible after meeting Member Shared Responsibility Amount (MSRA) ²		
MSRA Per member 1 (1-2 members)	\$1,000, \$2,500, \$5,000, \$10,000	60% towards MSRA
MSRA Family maximum (3+ members)	\$3,000, \$7,500, \$15,000, \$30,000	60% towards MSRA
Out-of-Pocket Maximum Per member 1 (1-2 members)	\$3,000, \$7,500, \$15,000, \$30,000	\$6,000, \$15,000, \$30,000, \$60,000
Out-of-Pocket Maximum Family maximum (3+ members)	\$9,000, \$22,500, \$45,000, \$90,000	\$18,000, \$45,000, \$90,000, \$180,000
Co-expense (Plan Pays)	70% after MSRA	60% after MSRA
Hospitalization In-Patient	70% after MSRA	60% after MSRA
Hospitalization Out-Patient	70% after MSRA	60% after MSRA
Imaging Eligible charges for CT, PET scans, MRIs, and the charges for related supplies.	70% after MSRA	60% after MSRA
Laboratory Out-Patient and Professional Services Sharing eligible for professional components of labs, including office, out-patient, and in-patient charges.	70% after MSRA	60% after MSRA
X-rays and Diagnostic Imaging Sharing eligible for the professional components of labs, including the office, out-patient, and in-patient charges.	70% after MSRA	60% after MSRA
Generic Prescription Drugs	No Cost-Sharing	Not eligible
Preferred Brand Drugs	50% Cost-Sharing ³	Not eligible
Non-Preferred Brand Drugs	No Cost-Sharing	Not eligible
Mail-Order	75% Cost-Sharing ³	Not eligible

See Legal Appendix on page 38

APPENDIX C: PLAN DETAILS GOLD

Lifetime Maximum Sharing: \$1,000,000

Gold Program cost-sharing parameters for pre-existing conditions.

Hospitalization, In-Patient and Out-Patient Surgery, Specialty Care, and Emergency Room services for pre-existing conditions have limitations during the first 24 months of membership.

- A.** During the first two years (24 months) of continuous membership, sharing is available up to \$20,000 of total medical expenses incurred for pre-existing conditions per year, after a separate MSRA equal to two times your plan MSRA.
- B.** Upon inception of the 25th month of continuous membership and thereafter, the condition may no longer be subject to the pre-existing condition sharing limitations.
- C.** Appeals may be considered for earlier sharing in surgical interventions when it is in the mutual best interest of both the members and the membership to do so.

Cancer sharing is available immediately. Cancer sharing is only available for non-recurrent cancer diagnosis.

- 1.** ER visits are subject to review, and are meant only for life threatening situations.
- 2.** Non-emergency surgical services are unavailable for the first 2 months for Gold. Surgical services do not include cosmetic surgery.
- 3.** All members seeking cost-sharing must use the prescription services Rx Valet included with your plan. Prescription drugs are eligible for cost-sharing by the percentage shown once a separate MSRA of \$1,500 for all prescriptions is met. Members are required to pay prescription cost out-of-pocket before submitting receipts to Trinity HealthShare mailing address, Attn. Trinity Rx Claims, for review and cost-sharing. Maximum reimbursement of \$4,000 per plan year.

Trinity HealthShare plans follow medical eligibility review protocols described in the plan but are not a promise to pay. Sharing is available for all eligible medical needs.

Administrative and Conditional Fees: \$125 one-time application fee per enrollment. Products NOT available in: AK, HI, MD, ME, PR, WA, WY; subject to change w/o prior notice.

APPENDIX C: PLAN DETAILS GOLD LEVEL

	PPO Network	PPO Multiplan PHCS
	Eligible Medical Cost-Sharing	Network Non-Network
Eligible prior to meeting Member Shared Responsibility Amount (MSRA)		
Wellness & Preventive Care	100%	70% after MSRA
Telemedicine	Unlimited	Unlimited
Primary Care	\$20 Consult Fee	70% after MSRA
Specialty Care	\$75 Consult Fee	70% after MSRA
Urgent Care	\$75 Consult Fee	70% after MSRA
Emergency Room Services¹ Emergency room services including hospital facility and physician charges.	\$150 Consult Fee	\$300 Consult Fee
Eligible after meeting Member Shared Responsibility Amount (MSRA) ²		
MSRA Per member 1 (1-2 members)	\$1,000, \$2,500, \$5,000, \$10,000	70% towards MSRA
MSRA Family maximum (3+ members)	\$3,000, \$7,500, \$15,000, \$30,000	70% towards MSRA
Out-of-Pocket Maximum Per member 1 (1-2 members)	\$3,000, \$7,500, \$15,000, \$30,000	\$6,000, \$15,000, \$30,000, \$60,000
Out-of-Pocket Maximum Family maximum (3+ members)	\$9,000, \$22,500, \$45,000, \$90,000	\$18,000, \$45,000, \$90,000, \$180,000
Co-expense (Plan Pays)	80% after MSRA	70% after MSRA
Hospitalization In-Patient	80% after MSRA	70% after MSRA
Hospitalization Out-Patient	80% after MSRA	70% after MSRA
Imaging Eligible charges for CT, PET scans, MRIs, and the charges for related supplies.	80% after MSRA	70% after MSRA
Laboratory Out-Patient and Professional Services Sharing eligible for professional components of labs, including office, out-patient, and in-patient charges.	80% after MSRA	70% after MSRA
X-rays and Diagnostic Imaging Sharing eligible for the professional components of labs, including the office, out-patient, and in-patient charges.	80% after MSRA	70% after MSRA
Generic Prescription Drugs	No Cost-Sharing	Not eligible
Preferred Brand Drugs	50% Cost-Sharing ³	Not eligible
Non-Preferred Brand Drugs	No Cost-Sharing	Not eligible
Mail-Order	75% Cost-Sharing ³	Not eligible

See Legal Appendix on page 40

APPENDIX D: TERMS, CONDITIONS, & SPECIAL CONSIDERATIONS

- 1.** The Welcome Kit you received electronically includes this Member Guide, your Membership Card(s), a Welcome Letter, and important information to activate your membership.
- 2.** Keep your Membership Card with you at all times to present to a provider to confirm eligibility.
- 3.** The ACA is subject to change at any time; Alera reserves the right to adhere to those changes without notice to the Member.
- 4.** Activate your Plan Membership by following the instructions in this Member Guide.
- 5.** Set up your telemedicine account by following the instructions on the Welcome Letter. Within three weeks of enrollment in Alera's telemedicine partnering company, Members receive ID Card(s) for the telemedicine service along with instructions on how to utilize the service.
- 6.** Telemedicine operates subject to state regulations and may not be available in certain states.
- 7.** Telemedicine phone consultations are available 24/7/365, with face-to-face internet consultations available between the hours of 7 a.m. and 9 p.m., Monday – Friday.
- 8.** Telemedicine does not guarantee that a prescription will be written.
- 9.** Telemedicine does not prescribe DEA-controlled substances, non-therapeutic drugs, and certain other drugs which may be harmful because of their potential for abuse. Telemedicine doctors reserve the right to deny care for potential misuse of services.
- 10.** Durable Medical Equipment (DME) – i.e. crutches, etc. – is not included in your Plan. Members will be charged for DME at time of service.
- 11.** Alera cannot guarantee that a provider will accept an Alera Plan if the Member fails to contact the Alera Concierge Service first.
- 12.** Member Care Specialists are available to assist you, Monday through Friday, 8 a.m. to 8 p.m. ET at (844) 834-3456. If you call after hours, follow the prompts.

13. Plans may vary from state to state. Providers may be added or removed from Alieria's network at any time without notice.
14. Not all geographical areas are serviced by Alieria Healthcare. Should a Member visit an emergency room because urgent care facilities are unavailable in the Member's area, Alieria offers a one-time, once-a-year, \$105 credit (ex gratia) to the Member to help offset the costs incurred.
15. Alieria telemedicine partners do not replace the Primary Care Provider.
16. Primary Care is defined as "episodic primary care" or "sick care." Members are responsible for paying a consult fee at the time of service; no consult fee is due for preventive service.
17. Most network facilities are able to accommodate both urgent care and primary care needs.
18. Not all PPO providers accept an AlieriaCare plan. While Alieria offers one of the largest PPO networks in the country, some providers may not participate.

DISCLOSURES

1. Alieria Healthcare, the Alieria Healthcare logo, and other plan or service logos are trademarks of Alieria Healthcare, Inc. and may not be used without written permission.
2. Alieria and Trinity programs are NOT insurance. Alieria Healthcare, Inc./ Trinity HealthShare does not guarantee the quality of services or products offered by individual providers. Members may change providers upon 30 days' notice if not satisfied with the medical services provided.
3. Alieria's Healthcare Plans offer services only to Members and dependents on your Plan.
4. Alieria reserves the right to interpret the terms of this membership to determine the level of medical services received hereunder.
5. This membership is issued in consideration of the Member's application and the Member's payment of a monthly fee as provided under these Plans. Omissions and misstatements, or incorrect, incomplete, fraudulent, or intentional misrepresentation to the assumed risk in your application may void your membership, and services may be denied.

ABBREVIATIONS

ACA	Affordable Care Act (Obamacare)
CMS	Centers for Medicare and Medicaid Services
DEA	Drug Enforcement Administration
DME	Durable Medical Equipment
DPCMH	Direct Primary Care Medical Home Plans
HCSM	Health Care Sharing Ministry
MEC	Minimum Essential Coverage
PCP	Primary Care Provider
PPO	Participating Provider Organization
UC	Urgent Care

APPENDIX E: LEGAL NOTICES

The following legal notices are the result of discussions by Trinity HealthShare or other healthcare sharing ministries with several state regulators and are part of an effort to ensure that Sharing Members understand that Trinity HealthShare is not an insurance company and that it does not guarantee payment of medical costs. Our role is to enable self-pay patients to help fellow Alera members through voluntary financial gifts.

GENERAL LEGAL NOTICE

This program is not an insurance company nor is it offered through an insurance company. This program does not guarantee or promise that your medical bills will be paid or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary. As such, this program should never be considered as a substitute for an insurance policy. Whether you receive any payments for medical expenses and whether or not this program continues to operate, you are always liable for any unpaid bills.

STATE SPECIFIC NOTICES

Alabama Code Title 22-6A-2

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Arizona Statute 20-122

Notice: the organization facilitating the sharing of medical expenses is not an insurance company and the ministry's guidelines and plan of operation are not an insurance policy. Whether anyone chooses to assist you with your medical bills will be completely voluntary because participants are not compelled by law to contribute toward your medical bills. Therefore, participation in the ministry or a subscription to any of its documents should not be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this ministry continues to operate, you are always personally responsible for the payment of your own medical bills.

Arkansas Code 23-60-104.2

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor plan of operation is an insurance policy. If anyone chooses to assist you with your medical bills, it will be totally voluntary because participants are not compelled by law to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive a payment for medical expenses or if this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Florida Statute 624.1265

Trinity HealthShare is not an insurance company, and membership is not offered through an insurance company. Trinity HealthShare is not subject to the regulatory requirements or consumer protections of the Florida Insurance Code.

Georgia Statute 33-1-20

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Idaho Statute 41-121

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Illinois Statute 215-5/4-Class 1-b

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation constitute or create an insurance policy. Any assistance you receive with your medical bills will be totally voluntary. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Whether or not you receive any payments for medical expenses and whether or not this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Indiana Code 27-1-2.1

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor its plan of operation is an insurance policy. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization nor any other participant can be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Whether or not you receive any payments for medical expenses and whether or not this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Kentucky Revised Statute 304.1-120 (7)

Notice: Under Kentucky law, the religious organization facilitating the sharing of medical expenses is not an insurance company, and its guidelines, plan of operation, or any other document of the religious organization do not constitute or create an insurance policy. Participation in the religious organization or a subscription to any of its documents shall not be considered insurance. Any assistance you receive with your medical bills will be totally voluntary. Neither the organization nor any participant shall be compelled by law to contribute toward your medical bills. Whether or not you receive any payments for medical expenses, and whether or not this organization continues to operate, you shall be personally responsible for the payment of your medical bills.

Louisiana Revised Statute Title 22-318,319

Notice: The ministry facilitating the sharing of medical expenses is not an insurance company. Neither the guidelines nor the plan of operation of the ministry constitutes an insurance policy. Financial assistance for the payment of medical expenses is strictly voluntary. Participation in the ministry or a subscription to any publication issued by the ministry shall not be considered as enrollment in any health insurance plan or as a waiver of your responsibility to pay your medical expenses.

Maine Revised Statute Title 24-A, §704, sub-§3

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. Participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Maryland Article 48, Section 1-202(4)

Notice: This publication is not issued by an insurance company nor is it offered through an insurance company. It does not guarantee or promise that your medical bills will be published or assigned to others for payment. No other subscriber will be compelled to contribute toward the cost of your medical bills. Therefore, this publication should never be considered a substitute for an insurance policy. This activity is not regulated by the State Insurance Administration, and your liabilities are not covered by the Life and Health Guaranty Fund. Whether or not you receive any payments for medical expenses and whether or not this entity continues to operate, you are always liable for any unpaid bills.

Mississippi Title 83-77-1

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment of medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Missouri Section 376.1750

Notice: This publication is not an insurance company nor is it offered through an insurance company. Whether anyone chooses to assist you with your medical bills will be totally voluntary, as no other subscriber or member will be compelled to contribute toward your medical bills. As such, this publication should never be considered to be insurance. Whether you receive any payments for medical expenses and whether or not this publication continues to operate, you are always personally responsible for the payment of your own medical bills.

Nebraska Revised Statute Chapter 44-311

IMPORTANT NOTICE. This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the Nebraska Department of Insurance. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

New Hampshire Section 126-V:1

IMPORTANT NOTICE: This organization is not an insurance company, and its product should never be considered insurance. If you join this organization instead of purchasing health insurance, you will be considered uninsured. By the terms of this agreement, whether anyone chooses to assist you with your medical bills as a participant of this organization will be totally voluntary, and neither the organization nor any participant can be compelled by law to contribute toward your medical bills. Regardless of whether you receive payment for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills. This organization is not regulated by the New Hampshire Insurance Department. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs.

North Carolina Statute 58-49-12

Notice: The organization facilitating the sharing of medical expenses is not an insurance company and neither its guidelines nor its plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be voluntary. No other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this organization continues to operate, you are always personally liable for the payment of your own medical bills.

Pennsylvania 40 Penn. Statute Section 23(b)

Notice: This publication is not an insurance company nor is it offered through an insurance company. This publication does not guarantee or promise that your medical bills will be published or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary. As such, this publication should never be considered a substitute for insurance. Whether you receive any payments for medical expenses and whether or not this publication continues to operate, you are always liable for any unpaid bills.

South Dakota Statute Title 58-1-3.3

Notice: The organization facilitating the sharing of medical expenses is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the organization or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payments for medical expenses or whether this organization continues to operate, you are always personally responsible for the payment of your own medical bills.

Texas Code Title 8, K, 1681.001

Notice: This health care sharing ministry facilitates the sharing of medical expenses and is not an insurance company, and neither its guidelines nor its plan of operation is an insurance policy. Whether anyone chooses to assist you with your medical bills will be totally voluntary because no other participant will be compelled by law to contribute toward your medical bills. As such, participation in the ministry or a subscription to any of its documents should never be considered to be insurance. Regardless of whether you receive any payment for medical expenses or whether this ministry continues to operate, you are always personally responsible for the payment of your own medical bills. Complaints concerning this health care sharing ministry may be reported to the office of the Texas attorney general.

The ministry will assign a recommended cost sharing amount to the membership each month ("Monthly Share Amount"). By submitting the Monthly Share Amount, you instruct the ministry to assign your contribution as prescribed by the Guidelines. Up to 40% of your member contribution goes towards the administration of this plan. Administration costs are not all inclusive of vendor costs, which could account for up to 32% of the member contribution (monthly recommended share amount). Contributions to the member "Share Box" will never be less than 28% of the member monthly recommended share amount.

Virginia Code 38.2-6300-6301

Notice: This publication is not insurance, and is not offered through an insurance company. Whether anyone chooses to assist you with your medical bills will be totally voluntary, as no other member will be compelled by law to contribute toward your medical bills. As such, this publication should never be considered to be insurance. Whether you receive any payments for medical expenses and whether or not this publication continues to operate, you are always personally responsible for the payment of your own medical bills

Wisconsin Statute 600.01 (1) (b) (9)

ATTENTION: This publication is not issued by an insurance company, nor is it offered through an insurance company. This publication does not guarantee or promise that your medical bills will be published or assigned to others for payment. Whether anyone chooses to pay your medical bills is entirely voluntary. This publication should never be considered a substitute for an insurance policy. Whether or not you receive any payments for medical expenses, and whether or not this publication continues to operate, you are responsible for the payment of your own medical bills.

This is NOT Insurance.

NOTES:



ALIERACARE[™]
BRONZE | SILVER | GOLD



PO Box 28220 Atlanta, GA 30358

Toll Free 844-834-3456

AlieraHealthcare.com

Alieracare Plans Are NOT Insurance.

**STATE OF WASHINGTON
OFFICE OF THE INSURANCE COMMISSIONER**

In the Matter of

ALIERA HEALTHCARE INC.,

Unauthorized Entity.

Respondent.

Order No. 19-0251

ORDER TO CEASE AND DESIST

Pursuant to RCW 48.02.080 RCW 48.15.023, RCW 48.17.063, RCW 48.30.010, RCW 48.44.016, and RCW 48.155.130(1) the Insurance Commissioner of the state of Washington (“Insurance Commissioner”) orders the above-named Respondent, and its officers, directors, trustees, employees, agents, and affiliates to immediately cease and desist from:

- A. Engaging in or transacting the unauthorized business of insurance or acting as an unregistered health care service contractor or as an unlicensed discount plan organization in the state of Washington;
- B. Seeking, pursuing and obtaining any insurance or discount plan business in the state of Washington;
- C. Soliciting Washington residents to purchase any insurance or discount plan to be issued by an unauthorized insurer or unlicensed discount plan organization;
- D. Soliciting Washington residents to induce them to purchase any insurance contract or discount plan.

BASIS:

1. Alieria Healthcare Inc. (“Alieria”) is a nonresident corporation domiciled in Delaware and incorporated on December 18, 2015. Alieria does not hold a certificate of authority and is not licensed to sell, solicit, or negotiate insurance in the state of Washington. Alieria is also

not registered as a health care service contractor or licensed as a discount plan organization in the state of Washington.

2. Trinity HealthShare, Inc. (“Trinity”) is a nonresident corporation domiciled in Delaware. Trinity represents itself as a health care sharing ministry (“HCSM”) as defined by 26 USC §5000A and incorporated by reference under RCW 48.43.009. Trinity does not hold a certificate of authority in Washington. Trinity HealthShare, Inc. is the subject of a separate but related Cease and Desist Order. See Order No. 19-0152.

3. To qualify as a health care sharing ministry under the Internal Revenue Service (IRS) and Washington law, a HCSM must be a 501(c)(3) organization whose members share a common set of ethical or religious beliefs and share medical expenses among members in accordance with those beliefs. A HCSM must also have been in operation and continuously sharing member health care costs since at least December 31, 1999.

4. Alieria is the administrator, marketer, and program manager for Trinity and is solely responsible for the development of HCSM plan designs, pricing, marketing materials, vendor management, and recruitment and maintenance of a national sales force on behalf of Trinity.

5. By the terms of their Management and Administration Agreement (“the Agreement”), Alieria has the right, at its sole discretion, to develop and market “the schedule of medical services eligible for sharing under the HCSM” with other purportedly “non-insurance” health care products developed and managed by Alieria. Such products include telemedicine, discount prescription drugs, and concierge services to locate in-network providers. In order to purchase any of Alieria’s HCSM-inclusive plans, individuals must acknowledge Trinity’s statement of faith and lifestyle requirements, as deemed necessary by Trinity and agreed upon by Alieria.

6. Following receipt of a complaint, the Insurance Commissioner investigated to determine whether Alieria is accurately representing its products to Washington consumers as a HCSM in compliance with state and federal law. The complaint alleged that Alieria is soliciting and recruiting agents to sell misleading products to Washington consumers by using marketing materials that may lead the average consumer to believe they are purchasing healthcare insurance rather than a HCSM membership.

7. The investigation determined that Alieria 1) failed to represent Trinity’s actual statement of faith, as defined by Trinity’s own bylaws, 2) provided misleading training to

prospective agents about the nature of its HCSM products, 3) provided misleading advertisements to the public and prospective HCSM customers about the nature of its HCSM products, 4) held itself out as health care service contractor without being registered, and 5) is doing business as an unlicensed discount plan organization.

8. Trinity has communicated to state and federal regulatory authorities that it holds to a Protestant expression of the Christian faith. Trinity's own bylaws obligate its members to affirm this expression of faith. However, as marketed by Alieria, Trinity offers an alternative solution to health insurance and offers membership to individuals of "all faiths." In training materials to prospective agents, Alieria describes Trinity's statement of faith as simply a belief in a higher power, whether a Christian, Buddhist, or Jewish God. This statement of faith, as presented to the public, is materially different from and inconsistent with the statement of faith that Trinity has represented to regulatory authorities. Alieria also has the contractual right to "agree upon" Trinity's required statement of beliefs.

9. Alieria's web-based advertisement to recruit prospective agents to sell its HCSM products touts the opportunity to sell "the next generation Healthcare products" and suggests Alieria can offer employers "a healthcare plan that saves money." The advertisement does not include any reference to a required affirmation of a common set of ethical or religious beliefs. Likewise, Alieria's prospective agent training portal provides required training videos that explain Alieria's HCSM plan offerings with no reference to consumers' required affirmation of a common set of ethical or religious beliefs.

10. A video seminar for prospective agents refers to Alieria's "individual alternative market" as the company's "bread and butter." The narrator/trainer states that Alieria's comprehensive HCSM plans not only "mirrors traditional insurance, but truly provide comprehensive healthcare for an individual." The narrator/trainer also describes one of Alieria's HCSM plans (InterimCare) as "our short-term medical plan." Alieria's repeated use of insurance terminology in its agent training and marketing materials has the capacity to deceive both prospective agents and prospective consumers into believing they are purchasing a non-traditional *insurance* plan.

11. In another video seminar for prospective Alieria agents, a trainer represents Trinity's statement of faith in the following manner:

Just to give you a general overall synopsis of what it's saying ... It basically is saying that you believe in a higher power. It doesn't necessarily have to be a Christian God, or a Buddhist God, or a Jewish God. It doesn't ... it doesn't matter as long as we all believe that there is a higher power and we're all living our life that the best way that we possibly can. We're maintaining a healthy lifestyle. We're trying to avoid those types of foods, behaviors, habits - things that, you know, cause us illness that are in our control. As long as we're doing those types of things, we're all like-minded individuals. So if you feel that way, and you are a like-minded individual, that's all we're trying to find out. And, if you are, you're gonna say, "Yes," you believe in the five same statement of beliefs that we all do.

12. Alera solicits and sells plans to Washington consumers that are built on an extensive network of preferred providers and include other healthcare "essentials" that may mislead consumers into thinking they are purchasing healthcare insurance. Alera's HCSM plans include telemedicine, prescription drug discounts, and access to in-network labs and diagnostics.

13. RCW 48.30.040 states no person shall knowingly make, publish, or disseminate any false, deceptive or misleading representation or advertising in the conduct of the business of insurance, or relative to the business of insurance or relative to any person engaged therein.

14. RCW 48.15.020(2)(a) provides that a person may not, in this state, represent an unauthorized insurer except as provided in this chapter.

15. RCW 48.17.060(1) provides that a person shall not sell, solicit, or negotiate insurance in this state for any line or lines of insurance unless the person is licensed for that line of authority in accordance with this chapter.

16. RCW 48.02.080(3) states if the Insurance Commissioner has cause to believe that any person is violating or is about to violate any provision of this code or any regulation or order of the Insurance Commissioner, he or she may: (a) issue a cease and desist order.

17. WAC 284-50-050(1) states the format and content of an advertisement to which these rules apply shall be sufficiently complete and clear to avoid deception or the capacity or tendency to mislead or deceive. Whether an advertisement has a capacity or tendency to mislead or deceive shall be determined by the insurance commissioner from the overall impression that the advertisement may be reasonably expected to create upon a person of average education or intelligence, within the segment of the public to which it is directed.

18. WAC 284-50-050(2) states advertisements shall be truthful and not misleading in fact or in implication. Words or phrases, the meaning of which is clear only by implication or by familiarity with insurance terminology, shall not be used.

19. WAC 284-50-060(1) states no advertisement shall omit information or use words, phrases, statements, references, or illustrations if the omission of such information or use of such words, phrases, statements, references, or illustrations has the capacity, tendency, or effect of misleading or deceiving purchasers or prospective purchasers as to the nature or extent of any policy benefit payable, loss covered, or premium payable. The fact that the policy offered is made available to a prospective insured for inspection prior to consummation of the sale or an offer is made to refund the premium if the purchaser is not satisfied, does not remedy misleading statements.

20. RCW 48.44.015(1) provides that a person may not in this state, by mail or otherwise, act as or hold himself or herself out to be a health care service contractor, as defined in RCW 48.44.010 without first being registered with the commissioner.

21. RCW 48.155.020(1) provides that, before conducting discount plan business to which this chapter applies, a person must obtain a license from the commissioner to operate as a discount plan organization.

22. The Respondent's actions described herein violate Insurance Code provisions that include RCW 48.15.020 (representation of an unauthorized insurer prohibited), RCW 48.17.060 (license required), RCW 48.30.040 (false information and advertising), RCW 48.44.015(1) (registration by health care service contractors required), and RCW 48.155.020(1) (discount plan organization license required).

IT IS FURTHER ORDERED that nothing herein shall prevent the Respondent from fulfilling the terms of contracts formed prior to the effective date of this Order pursuant to RCW 48.15.020(2)(b).

Any violation of the terms of this Order by the Respondent and its officers, directors, trustees, employees, agents, and affiliates or the Respondent's failure to fulfill or perform its contracts subject to this Order will render the violator(s) subject to the full penalties authorized by RCW 48.02.080, 48.15.023, and other applicable sections of the Insurance Code of the state of Washington.

The Respondent has the right to demand a hearing in accordance with RCW 48.04.010, WAC 284-02-070, and WAC 10-08-110.

This Order shall remain in effect subject to the further order of the Insurance Commissioner.

THIS ORDER IS EFFECTIVE IMMEDIATELY AND IS ENTERED at Tumwater, Washington, this 13th day of MAY, 2019.



MIKE KREIDLER
Insurance Commissioner

By and through his designee



KIMBERLY TOCCO
Insurance Enforcement Specialist
Legal Affairs Division

CERTIFICATE OF MAILING

The undersigned certifies under the penalty of perjury under the laws of the state of Washington that I am now and at all times herein mentioned, a citizen of the United States, a resident of the state of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the date given below I caused to be served the foregoing Order to Cease and Desist on the following individual(s) in the manner listed below:

By depositing in the U.S. mail via state Consolidated Mail Service with proper postage affixed to:

Aliera Healthcare Inc.
The Corporation Trust Company
Corporation Trust Center
1209 Orange St
Wilmington, DE 19801

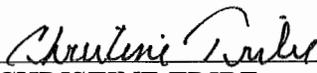
By email and by depositing in the U.S. mail via state Consolidated Mail Service with proper postage affixed to:

Dwight Francis
Sheppard, Mullin, Richter & Hampton LLP
2200 Ross Ave, Ste. 2400
Dallas, TX 75201
dfrancis@sheppardmullin.com

Aliera Healthcare Inc.
5901 Peachtree Dunwoody Rd Ste B-200
Atlanta, GA 30328
tmoses@aliera.com

Reba Leonard
Vice President, Compliance and Regulatory Affairs
15301 Dallas Parkway, Suite 920
Addison, TX 75001
rleonard@alierahealthcare.com

Dated this 13th day of May, 2019, in Tumwater, Washington.


CHRISTINE TRIBE
Paralegal
Legal Affairs Division

MARYLAND INSURANCE COMMISSIONER *
200 ST. PAUL PLACE, SUITE 2700 *
BALTIMORE, MARYLAND 21202 *

v. *

ALIERA HEALTHCARE, INC. *
License No. 3000134860 *
5901 Peachtree Dunwoody Road *
Building B, Suite 200 *
Atlanta, GA 30328 *

CASE NO.: MIA-2017-10-001

INVESTIGATION NO.
MCLH-159-2016-I

* * * * *

CONSENT ORDER

The Maryland Insurance Commissioner ("Commissioner") enters into this Consent Order ("Consent Order") with the consent of Alieria Healthcare, Inc. ("Respondent"), pursuant to Md. Ann. Code, Insurance ("Insurance Article") §§ 2-108, 2-204, and any other applicable sections. As the basis for this action, the Maryland Insurance Administration ("Administration") states:

I. Explanatory Statement

1. Respondent is a corporation with a principal place of business and mailing address of 5901 Peachtree Dunwoody Road, Building B, Suite 200, Atlanta, GA 30328.
2. Respondent is licensed by the Commissioner to operate in Maryland as a business entity insurance producer.
3. Between November 29, 2016 and September 8, 2017, the Administration conducted an investigation of Respondent's activities. Prior to and throughout the course of this investigation, Respondent met with the Commissioner and his staff seeking guidance pertaining to compliance with Maryland law as a voluntary noncontractual religious publication arrangement as described in §1-202(a)(4) of the Insurance Article. The Respondent cooperated with this investigation in all respects.

4. On October 2, 2017, the Commissioner issued an Order ("the Initial Order") detailing the findings of the investigation and holding the Respondent in violation of certain sections of the Insurance Article.

5. Respondent requested a hearing to contest the Initial Order.

6. The parties agree to this Consent Order into order to avoid litigation and to fully and finally resolve all issues stated in this Order.

II. Provisions of Law

The Commissioner considers that following provisions of law relevant to this matter. Pursuant to §2-204(b)(2), the failure to designate a particular provision of the article in this Order does not deprive the Commissioner of the right to rely on that provision in enforcing this Order.

1. Section 1-101(s) provides, in relevant part, as follows:

(s) Except as expressly provided otherwise in this article, "insurance" means a contract to indemnify or to pay or provide a specified or determinable amount or benefit on the occurrence of a determinable contingency.

2. Section 1-101 (p) provides, in relevant part, as follows:

(p)(1) "Health insurance" means insurance of human beings against:
(i) bodily injury, disablement, or death by accident or accidental means, or the expenses of bodily injury, disablement, or death by accident or accidental means;
(ii) disablement or expenses resulting from sickness or childbirth; and
(iii) expenses incurred in prevention of sickness or dental care.

3. Section 1-202(a)(4) provides, in relevant part, as follows:

(a) This article does not apply to:

...
(4) a voluntary noncontractual religious publication arrangement that:

...
(i) publishes a newsletter whose subscribers are limited to members of the same denomination or religion;
(ii) acts as an organizational clearinghouse for information between subscribers who have medical costs and subscribers who choose to assist with those costs;
(iv) matches subscribers with a willingness to pay and subscribers with present medical costs;

- (v) coordinates payments directly from one subscriber to another;
- (vi) suggests amounts to give that are voluntary among the subscribers, with no assumption of risk or promise to pay either among the subscriber or between the subscribers and the organization;
- (vii) does not use a compensated insurance producer, representative or other person to solicit or enroll subscribers.
- ...
- (x) does not use funds paid by subscribers for medical costs to cover administrative costs[.]

III. Conclusions of Law

After conducting the investigation described above and in light of the relevant Maryland and federal law, including without limitation the provisions cited above, the Administration hereby reaches the following conclusions of law.

1. This plan does not meet the requirements of §1-202(a)(4) of the Insurance Article.
2. The Unity plan and its operator, Alieria, are not excluded from the application of the Insurance Article by § 1-202.
3. The Insurance Commissioner has jurisdiction over the subject matter of this Order.
4. In consideration of the statutory law of the State, the Commissioner enters this Order to enforce the Insurance Article.

ORDER

WHEREFORE, for the reasons set forth above, it is this 30th day of April, 2018,

ORDERED by the Commissioner and consented to by Respondent that:

- A. Effective immediately and as of the date of this Order, Respondent shall stop selling, soliciting, offering, renewing, or effecting any new memberships in the state of Maryland in the Unity Healthshare Ministry plan, and shall further cease and refrain from selling, soliciting, offering, renewing or effecting policies or memberships in any other health care ministry, plan or program that is not compliant with §1-202 of the Insurance Article.

B. Respondent shall provide written notice no later than June 1, 2018, of the terms of this Consent Order to all present Maryland-resident members of the Unity Healthshare Ministry plan. This notice shall indicate that the Unity plan will not be operational in Maryland after December 31, 2018. This notice shall further indicate the necessity for current members to explore other healthcare coverage options for the period beginning January 1, 2019.

C. This notice to Maryland-resident members shall further indicate that any member may terminate his or her membership in the Unity Healthshare Ministry plan by providing one (1) month's notice to Respondent of his or her intention to so terminate the membership.

D. With respect to members that do not choose to terminate their membership, Respondent is permitted to continue to operate the Unity Healthshare Ministry plan and to collect Monthly Share Amount payments for the remainder of all memberships that are in force as of the date of this Consent Order until December 31, 2018, inclusive. Respondent shall manage cost sharing requests and payments under the terms of the currently in-force membership guidelines.

E. Effective January 1, 2019, Respondent is to permanently cease the sale, solicitation or operation in Maryland of the Unity Healthshare Ministry plan and any other plan that is not excluded from the application of the Insurance Article by §1-202, and thereby constitutes health insurance under the terms of §1-101(p), and that is operated without a valid certificate of authority.

F. Respondent is directed to provide a written affirmation of its compliance with the terms of this Consent Order no later than February 1, 2019. This affirmation shall include a statement to the effect that Respondent has complied with this Order, a statement to the effect that the Unity Healthshare Ministry is no longer operational in Maryland, and a statement to the effect that all Maryland-resident previous members of the plan have been apprised of the terms of this Order. This affirmation shall be sent to Erica Bailey, Associate Commissioner, Compliance &

Enforcement Unit, 200 St. Paul Place, Suite 2700, Baltimore, MD 21202, and shall identify the case by Identification # MCLH-159-2016-I.

G. Contemporaneously with the execution of this Consent Order, Respondent shall pay an administrative penalty to the State of Maryland for the violations stated herein in the amount of seven thousand five hundred dollars (\$7,500.00). Administrative penalties shall be made payable to the Maryland Insurance Administration and shall identify the case by Identification # MCLH-159-2016-I. Unpaid penalties will be referred to the Central Collection Unit for collections.

H. The parties acknowledge that this Consent Order contains the entire agreement between the parties relating to the administrative actions addressed herein and that this Consent Order resolves all matters relating to the factual assertions and agreements contained herein. This Consent Order supersedes the Initial Order. All time frames set forth in this Consent Order may be amended or modified only by subsequent written agreement of the parties. The Administration will impose no sanction upon Respondent beyond the terms of this Consent Order for the conduct and time period described in the Initial Order.

I. Respondent has had the opportunity to have this Consent Order reviewed by legal counsel of their choosing, and are aware of the benefits gained and obligations incurred by the execution of the Consent Order. Respondent waives any and all rights to any administrative hearing of this Consent Order to which they would otherwise be entitled under the Insurance Article with respect to any of the determinations made or actions ordered by this Consent Order for the conduct and time period described herein.

J. For the purposes of the Administration and for any subsequent administrative or civil proceedings concerning Respondent, whether related or unrelated to the foregoing paragraphs, and with regard to requests for information about the Respondent made under the Maryland

Public Information Act, or properly made by governmental agencies, this Order will be kept and maintained in the regular course of business by the Administration. For the purposes of the business of the Administration, the records and publications of the Administration will reflect this Consent Order.

K. Nothing herein shall be deemed a waiver of the Commissioner's right to proceed in an administrative action or civil action to enforce the terms of this Consent Order. Failure to fully comply with the terms of this Consent Order may subject Respondent to further legal or administrative action.

L. This Order shall be effect upon signing by the Commissioner or his designee, and is a Final Order of the Commissioner under § 2-204 of the Insurance Article.

ALFRED W. REDMER, JR.
INSURANCE COMMISSIONER

signature on file with original

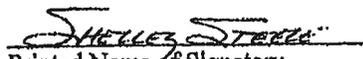
By:

Erica Bailey, Associate Commissioner
Compliance & Enforcement Unit

RESPONDENT'S CONSENT

Respondent Allera Healthcare, Inc. hereby CONSENTS to the representations made in, and to the terms of, this Consent Order. On behalf of Respondent, the undersigned hereby affirms that he or she has taken all necessary steps to obtain the authority to bind Respondent to the obligations stated herein and does, in fact, have the authority to bind Respondent to the obligations stated herein.


Date


Printed Name of Signatory

signature on file with original


Signature

Information Report

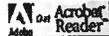
Name: ALIERA HEALTHCARE INC
Business Address Line 1: 5901 PEACHTREE DUNWOODY RD.
Business Address Line 2: SUITE B-200
Business City, State Zip: ATLANTA, GA 30328
Business Email: tmoses@alierahealthcare.com
Business Phone Number: 4046180602
Licence Number: 3000134860
Status: Active
Kinds of Insurance: Producer

Producer Documents

Document	Document Signed Date	Division Name	Document Category
MIA-2017-10-001	04/30/2018	LH Market Conduct	Order

Note: If there are more than 10 documents, please go to the next page by clicking on the appropriate page number.

Please [CLICK HERE](#) to search for specific Orders and Exams for all Companies, Producer (Agent/Brokers), and Producer Firms (Agencies) currently licensed to conduct business in Maryland.

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Write a Review



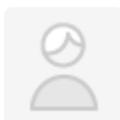
Aliera Healthcare Claimed

66 reviews [Details](#)

Health & Medical [Edit](#)



- Atlanta, GA 30358 [Edit](#)
- [Get Directions](#)
- (844) 834-3456
- alierahealthcare.com
- [Message the business](#)
- [Send to your Phone](#)



"I also discovered that **Aliera staffs** their incoming phone lines well." in 2 reviews



"There was one time a confusion with **unpaid bill** for my son's pediatrician visit but I called the representative so they said they will take care of it. I hope they will." in 2 reviews

Ask the Community

Yelp users haven't asked any questions yet about **Aliera Healthcare**.

Recommended Reviews for Aliera Healthcare

Your trust is our top concern, so businesses can't pay to alter or remove their reviews. [Learn more.](#) ×

Sort by **Yelp Sort** ▾[Start your review of Alieria Healthcare.](#)**Anastasia K.**

Oceanside, CA

123 friends

19 reviews

2 photos

4/29/2019 · Updated review

Update: 4/29/2019

The manager finally called me and made sure all of my claims were paid in full. Given this took 6 months, I am updating my rating from 1 to 3 stars. I was given a direct phone number to contact a supervisor and was assured that the claims will be processed timely.

Since there aren't very many alternatives, I will give Alieria another shot and will update this as I go.

4/12/2019 · Previous review

If you want to sign up for Alieria Healthcare, please do yourself a favor and find something else. They provided THE WORST CUSTOMER SERVICE EXPERIENCE OF MY LIFE. Where do I begin?

I called them BEFORE every doctor appointment and lab to make sure it would be covered. The first trouble was when they told me to choose from multiple doctors in the network and I would call one after the other and every single one of them would say they don't accept Alieria. I was finally able to find one (after about 10 calls). I had two doctor visits and 3 labs done overall. Just routine staff, nothing major.

A month later I get a call from my OB saying that my claim was denied because I had no coverage. I call Alieria, they say they do not know why this happened and they would resubmit the bill to their processing. I thought that would be the end of it... little did I know...

Four month later I receive a first bill from the lab stating that my insurance denied the claim and I need to pay it in full. I call Alieria again, they confirm they denied the claim and that they AGAIN do not know why that happened. I ask for a summary of my other 4 claims and a confirmation that those were paid. Turns out that none of them were paid and ALL were denied: one for the doctor being out of network (the one I found on their network after 10 calls), the rest for me not having any coverage. At that point I am about a year in, paying a hefty monthly bill. They confirm that all those claims should have been paid and they do not know why they were

denied. They verify that the doctor was in fact in the network and that the bill from my OB has been denied twice. That's when I asked for a supervisor. They said he wasn't available and he would call me back in 24-48 hours. Fast forward 4 weeks, 5 more calls, 3 more requests & 10 emails later... I haven't received ANY response so far. Some of my claims have processed since, the rest came back denied again and were re-submitted again.

My health insurance agent told me to not cancel until the claims are paid out since Alieria is known to not cover anything after you cancel even though you had insurance at the time of the service.

The whole experience was nothing short of the nightmare and now I am waiting on the last bill to be paid. They say it should take another 30-45 days and I have no guarantee it won't be denied again. I am just hoping that the lab company doesn't send me to collections and ruin my credit after the bill not being paid for over half a year.

This company is a SCAM and shouldn't be allowed to be in business. [Read less](#)



Kirk L.

Katy, TX

0 friends

1 review

6/12/2019

If I could give them a negative star I would.

We signed up with Alieria 4/01/2018. The rep i spoke to was very nice and assured me that Alieria was Christian based and was excellent to work with.

We had an emergency surgery for my wife that was life or death and had to appeal to Alieria in Sept of 2018 for it to be accepted and paid. They accepted the appeal which we were very happy about and was told it would be paid within 60 days after processing, this was October 2018.

Fast forward to end of January. Spoke to a Cliff in claims escalation and he emailed me a letter stating that the claim would be PAID in 60 days fro Feb 4, 2019. Followed up with him numerous times and got the answer it would be PAID by then 60 day time. April 4th comes and called Alieria claim to ask status of the payment was told no sir it is 60 BUSINESS/WORKING days. WOW!!! Called them back 4 days before the end of the 60 working days and was told yes it would be paid and that they had till the last day to pay. Mind you they were suppose to process and pay within the 60 day after the appeal approval back in October. Called after the 60 days and was told they don't have any record of payment and would look into it. May 1,2019 after calling in every other day they finally said "oh" we show it still pending for payment!!! HUH????

Just got off with claims just now and was told that the claim is pending for approval after calling them last week and

was told a manager would call me within 72 hours from last Wed. Was told by claims that my last escalation was NEVER submitted and that Aliera does NOT have any systems in place to track claims or payments or who is working the file. All they can do is look at notes. They also said no way to expedite our claim for immediate payment and processing. They have no systems nor processes to do that. So was told 60 days of pending and 60 days to pay. So 6 months to be told again HUH???? what payment.

Horrible, horrible company.

Kirk L, Utah

**Kathryn S.**

Orangevale, CA

35 friends

74 reviews

13 photos

6/10/2019

Just the absolute worst healthcare company to deal with. After having this insurance for 15 months I canceled it. They could not even pay my very first doctors visit for my son in March 2018. This was a new patient visit to a new pediatrician and they keep having it coded as a mental health visit(AND they will not pay for a mental health visit) So, after dealing with this issue for 7 months and having it sent to COLLECTIONS BY MY DOCTOR and having a supervisor tell me in April 2019 that it has been resubmitted for process because it was processed incorrectly. (no kidding) I actually thought i was getting somewhere and seeing the light at the end of the tunnel. Downfall from the April phone call was that it would take 60 days to process and I would have to call back After June 8th. Here it is 60 days later and we are back to square one and the illiterate representative who keeps" Axing "me a question about this claim and doesn't have a clue about what is going on in the notes(Destiny) and the supervisor(Leslie) who said everything was coded wrong and who told me that they spoke to my doctors office and KNEW it was a legit claim and that they should pay for it.

RUN away and don't give this company another look. Awful customer service and I will more than likely sue them For not paying my doctors visit that I have been paying them for.

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

6/11/2019 · Hi, Kathryn. We're sorry to hear your reimbursement has not been processed as you expected and we'd like the opportunity to help. Please send us a private message with your contact information and a member of our team will follow up with you. [Read less](#)

**Will P.**

Atlanta, GA

530 friends

340 reviews

344 photos

Elite '19

6/10/2019 · Updated review

Now that we're nearly halfway in to 2019 here's an update to my original review. I have not received reimbursements for the rest of my drug expenditures in 2018 and will consider legal remedy if they don't resume payments.

Further, and more importantly: my some Cameron was due to be born via surrogacy on 13 December 2018 and--since Alieria was my official "insurer" of record--I turned to the company to cover Cam's birth in Boston. Seems like a reasonable expectation that they would cover that.

Ahem.

I was doing my homework *months* in advance to make sure Cam was covered, so I called Alieria. the gal to whom I spoke said they would cover him and took down all the particulars. After hanging up I felt relief, but it was short-lived: phone rang about 10 minutes later and she said "oh I was incorrect, we won't be able to cover him until 1 March; sorry about that."

So Alieria declining to cover the birth of my son set of a cascade of unfortunate events which included being told "don't worry he's covered!" by both the insurance marketplace and Anthem Blue Cross, none of which turned out to be true. I'll spare you further details but it was a mess.

I had plenty of stress and sleepless nights *without* the worry of getting coverage for thousands of dollars in hospital bills--and that was with a birth with ZERO complications. parents of preemies and newborns with health challenges would have far worse outcomes than I.

And so. If we permit health-sharing ministries to go *unregulated* all the stuff folks are outlining on Alieria's Yelp page will continue to happen. State and federal regulators: do your jobs.

 6/2/2018 • Previous review

Am I thankful to have some semblance of coverage in the state of Georgia as an individual buyer? yes. Does this company have its stuff together when it comes to covering its customers? definitely not.

Using a third-party to administer your prescriptions is the first mistake. RxValet has been a nightmare to deal with and they don't act on script orders from doctors right away; they take their sweet time and make you pay through the nose for them.

I've elected to self-pay generic scripts because it's much easier than having to work through this ridiculous system.

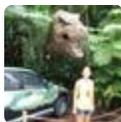
At least take responsibility for your customers and bring the script function in-house. Also I'm finding many specialists out of network with this company, which is super-frustrating. Alieria's core principles mandate that customers must believe in god, but I don't know any higher power who'd design healthcare this way.

This company has a lot of promise and I wish they'd restructure some of their functions so that we're not left with a terribly frustrating experience. [Read less](#)



Comment from Madeline M. of Alieria Healthcare
Business Owner

6/10/2019 · Hi, Will. Thank you for bringing this issue to our attention. We're sorry to hear you've had difficulty and would like to help. Please send us a private message with your full name and contact information so we may locate your membership and provide assistance. [Read less](#)



Alex C.
Irving, TX
👥 0 friends
★ 2 reviews

★ ★ ★ ★ ★ 6/5/2019

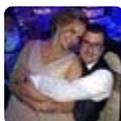
We were told they would cover \$5000 of prenatal/I&D including home birth. They've just told midwife they don't cover anything out of network and that midwives are not covered. Completely lied to us. We even bought the more expensive plan to cover pregnancy related expenses. The ONLY REASON we purchased our plan was because we knew I'd be having another home birth eventually and were told repeatedly they would cover this.

Aside from this, they denied payment for my younger sons ER visit claiming it "wasn't an emergency" even though I took him to the ER for an accidental drug overdose because I was told by poison control to take him immediately to the ER. So now I have to deal with fighting this, which is just absolutely ridiculous that it was denied in the first place.



Comment from Madeline M. of Alieria Healthcare
Business Owner

6/10/2019 · Hi, Alex. We never like to hear when a member is having a negative experience and we would like to help. Please send us a private message with your contact information and a customer care team member will contact you. [Read less](#)



Victor V.
Hicksville, NY
👥 1 friend
★ 3 reviews

★ ★ ★ ★ ★ 6/10/2019

After almost a year of waiting for a claim to be payed, managers telling me it was being taken care of, false claim information that they had me send the hospital, and crappy

back and forth telephone calls with the representatives, they have now denied my claim for the er because it was not life threatening "although at the time it definitely felt life threatening" My deductible for er is 5000 and I pay 500 a month and yet they still denied the claim. I will be speaking to a lawyer about this and filing a better business bureau complaint but DO NOT USE THEM. There is better out there for the same price.



Comment from Madeline M. of Alieria Healthcare

Business Owner

6/11/2019 · Hi, Victor. We're sorry to hear you haven't received the reimbursement you expected and we'd like to help. Please send us a private message with your contact information so we can assist. [Read less](#)



Laura G.

Monroe, NY

👤 1 friend

★ 18 reviews

★★★★★ 4/28/2019

We also were not aware this was not insurance! My husband was told by his doctor that he needs a colonoscopy but he could do the colorguard as it is much cheaper and of course much less complicated as undergoing the surgery which he had at age 50. He is now 63. Anyway he did the test and alieracare denied the claim completely. It was \$698! They said they do not cover at home tests. This is absolutely ridiculous as the cost of undergoing surgery would be so much more! I have to appeal this as it is inconceivable this would not be covered. Stay clear of them. Now I heard they are involved with a lawsuit.

Then they respond to you as below without addressing the issue at hand!



Comment from Madeline M. of Alieria Healthcare

Business Owner

5/2/2019 · Hi, Laura. You are correct that Alieria is not an insurance company. It provides administrative and program management services to non-profit, faith-based Health Care Sharing Ministries that operate on a cost-sharing platform helping members with common religious and/or ethical beliefs share the financial responsibilities for medical costs. [Read less](#)



Antonio R.
 San Leandro, CA
 9 friends
 103 reviews
 49 photos

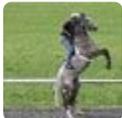
★★★★★ 4/10/2019

DO NOT GET THIS ITS A SCAM!!!!!!
 I called and asked the person if it was keiser and they asked me why i wanted keiser then they told me it was charged me \$470 ive tried to call left messages and no answers or call backs please try and get actual insurance like alot of reviewers have said it is 100% BS scam!!



Comment from Madeline M. of Aliera Healthcare
 Business Owner

4/16/2019 · Hi, Antonio. Thank you for bringing this matter to our attention. Please send us a private message with your contact information and a customer care team member will assist you. [Read less](#)



Home I.
 Cumming, GA
 29 friends
 7 reviews
 5 photos

★★★★★ 6/3/2019

Beware Beware Beware! You have been warned. You will never see them pay claims. Oh you ask what is a claim, anything and I mean anything they need to pay they will NOT.. been customer for 3 years. Always something new. Just had an appointment for getting prescription. Been going to same Dr and outfit but now say the coding is wrong. I called in and they said easy fix. Three weeks later called back and they told me the coding is wrong. WTH. If you pay them less than normal insurance and feel safe you will be a fool after reading all their reviews. They DO NOT PAY for anything.



Comment from Madeline M. of Aliera Healthcare
 Business Owner

6/7/2019 · Hi. We're sorry to hear you've had difficulty receiving reimbursements and we'd like to help. Please send us a private message with your contact information and a member of our team will provide assistance. [Read less](#)



Keara P.
 Medford, NJ
 0 friends
 4 reviews

★★★★★ 6/1/2019

BUYER BEWARE

This company is a scam. I have called over 5 doctors listed within their network, and none of the doctors recognize Aliera Healthcare or PHCS. I therefore have to pay for

everything out of pocket.

After spending about 5 hours to try to find a physician who accepted Alieria (which was an unsuccessful pursuit), I scheduled a telemedicine "visit" with a doctor...

The telemedicine doctor simply told me to go see a family doctor, which I can't do unless I pay out of pocket. I hope the telemedicine doctor is truly a doctor, but at this point I have 0 faith in Alieria Healthcare (which is ironic, because it's a "faith-based" company).

I am cancelling my "policy" with Alieria and moving to Liberty HealthShare. My friend is a doctor, and she recommends Liberty HealthShare, which she uses for her family of 6. I only want to invest my money into companies with integrity, so I'll be moving to Liberty HealthShare.

Signing up for Alieria HealthCare was an expensive mistake. Don't do it.



Comment from Madeline M. of Alieria Healthcare

Business Owner

6/7/2019 · Hi, Keara. We never like to hear that one of our members had an unsatisfactory experience. Our records show that a representative contacted you regarding your concerns. If you have any additional questions or concerns, please send us a private message with your contact information and a member of our team will follow up with you. [Read less](#)



Vince O.

Charlottesville, VA

0 friends

2 reviews

3/19/2019

How do I cancel this? Any help would be appreciated. Seems I have been scammed. May be time to call the Insurance Commissioner, I thought I was buying insurance, a PPO Policy, I was told and much more. So far nothing I was told has turned out to be true. Christian based or not, lies and fraud are still lies and fraud. Wish I had read the reviews first. What this is, is not what I signed up to receive.

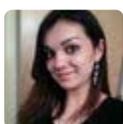
I allow Louis Brown to force me and convince me that I would have to start the process from the beginning. The process, apparently, wasn't with the time it took the first go around.



Comment from Madeline M. of Aliera Healthcare

Business Owner

3/20/2019 · Hi, Vince. Please allow us to provide some clarity. You are correct that Aliera is not an insurance company. It provides administrative and program management services to non-profit, faith-based Health Care Sharing Ministries that operate on a cost-sharing platform helping members with common religious and/or ethical beliefs share the financial responsibilities for medical costs. If you will send us your contact information via private message, a member of our team will contact you to answer any questions. [Read less](#)



Madina R.

Cooper City, FL

👥 21 friends

★ 1 review

★★★★☆ 5/30/2019

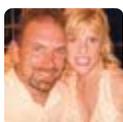
I'm surprised to read so many negative reviews..I purchased aliera healthcare golden plan \$450 for my pregnancy and it covered most of my medical bills. I also added my newborn son to the plan so it went up to \$750 or something. There was one time a confusion with unpaid bill for my son's pediatrician visit but I called the representative so they said they will take care of it. I hope they will. The only odd part was that I received a statement of the amount aliera paid to the hospital it was around \$12,000. AMD I'm left with additional \$2,000 to pay out of pocket..



Comment from Madeline M. of Aliera Healthcare

Business Owner

5/31/2019 · Hi, Madina. We're happy to hear you're satisfied with your plan. We would like to help with your reimbursement. Please send us a private message with your contact information and a representative will follow up with you. [Read less](#)



Cathy B.

Trumbull, CT

👥 61 friends

★ 1 review

★★★☆☆ 5/31/2019 · 🔄 Updated review

I'm canceling my coverage with Aliera. For those looking for health insurance plan, this is not health insurance, which was explained to me when I signed up. My major issues are as follows: the website is not up-to-date. I called 3 doctors listed on the site and none took Aliera. I called Aliera and they assisted by calling Doctor after Doctor until they finally found a GP that accepted the coverage. Also, be aware that things that are typically covered under preventative care are not covered. For example, they do not cover a Colonscopy. Also, I went for

my annual gyno appt. and they are saying I owe \$355. I asked them to resubmit as it should be covered so we'll see. Before you join this plan, don't just take their word that they've looked up your Doctor(s) and they are participants, it means nothing.

 5/6/2019 • Previous review

Prior to today, I had few challenges with Alieria Healthcare but what I'm finding is that there is a lot of confusion about what is covered and what is not. For example, I was told early on that a colonoscopy would fall under preventative care, as it does with most health care plans. Today, I was told that it does not fall under preventative care. There is a discount for a colonoscopy but they could not tell me what that discount would be. It is covered at 100% after \$5,000 deductible. How do they not have a sense of what the discount would be? Telling me that it will likely cost less than \$5,000 for the colonoscopy really does not help, it still could be thousands of dollars out-of-pocket. FRUSTRATED! [Read less](#)



Comment from Madeline M. of Alieria Healthcare

Business Owner

6/7/2019 • Hi, Cathy. We never like to hear a member had a negative experience and we'd like the opportunity to help. Please send us a private message with your contact information and a representative will follow up with you. [Read less](#)



Carrie J.
Minneapolis, MN

 420 friends

 48 reviews

 10 photos

 2/23/2019

Unfortunately my work does not provide health insurance, so I made some calls and the folks at Alieria seemed nice and helpful. The guy I spoke with convinced me that it's "the best plan out there." I should have gone to Yelp or done some research before signing up with them (ugh, regrets). I haven't even used them yet, but I just received an e-mail about now having vision insurance and here is a copy/pasted portion of what is included in the e-mail:

Trinity HealthShare Statement of Beliefs:

1. We believe that our personal rights and liberties originate from God and are bestowed on us by God.

2. We believe every individual has a fundamental religious right to worship God in his or her own way.
3. We believe it is our moral and ethical obligation to assist our fellow man when they are in need according to our available resources and opportunity.
4. We believe it is our spiritual duty to God and our ethical duty to others to maintain a healthy lifestyle and avoid foods, behaviors or habits that produce sickness or disease to ourselves or others.
5. We believe it is our fundamental right of conscience to direct our own healthcare, in consultation with physicians, family or other valued advisors.

Notice: This participant and any listed dependents are Members of a Health Care Sharing Ministry recognized pursuant to 26 USC § 5000A(d)(2)(B) that does not engage in the business of insurance. Members make monthly contributions that are used to voluntarily pay each other's medical expenses based on a shared set of ethical or religious beliefs.

LOOK AT THE LAST PARAGRAPH. They say it RIGHT here, this is NOT a health insurance company. Are we just throwing money at this religious organization mindlessly? Then "someone" determines whether or not our procedures should be covered? Based off of the reviews below, that's an awful lot what it sounds like.

So now I'm looking to get out, and I could use some advice on what everyone did. I saw someone was charged for two whole months when they quit. Please message me if you had an easy way out.



Comment from Madeline M. of Alieria Healthcare

Business Owner

2/25/2019 · Hi, Carrie. Please allow us to provide some clarity. Trinity HealthShare, Inc. is a 501(c)(3) non-profit organization that provides Health Care Sharing Ministry services administered by Alieria Healthcare, Inc. Together, they guide the cost-sharing of member contributions for eligible healthcare expenses such as hospitalization, surgery and emergency room visits, among other medical services. Please send us a private message with your contact information and a customer service representative will be happy to answer questions about your plan. [Read less](#)



Jess T.
 Manhattan, NY
 85 friends
 33 reviews
 4 photos

☆☆☆☆ 2/25/2019

This system is a total scam! Charging you just for a general doctor, more than you would pay out of pocket to go see anyone. The "concierge" team that attempts to make appointments can take longer than five business days to get back to you, and the huge amount of providers quoted to me before I signed up doesn't seem to be true at all. STAY AWAY



Comment from Madeline M. of Alieria Healthcare
 Business Owner

2/26/2019 · Hi, Jess. We are sorry to hear that you are experiencing delays with the concierge service. Please send us a private message with your contact information and a customer service representative will be happy to assist you. [Read less](#)



Cornelius Noel O.
 Dorchester, MA
 7 friends
 4 reviews

☆☆☆☆ 5/24/2019

Hi this is the worst health care out there. They dont pay for any of your visits to the Dr or or service s plus the price of my med skyrocketed.nothing can explain how bad. I am getting away after couple months



Comment from Madeline M. of Alieria Healthcare
 Business Owner

5/31/2019 · Hi, Cornelius. Sorry to hear that you're not happy with your membership. We want to get it fixed. If you'll send us a private message with your phone number and any relevant information about your experience, we'll have a customer care representative get back to you. [Read less](#)



Dana A.
 Washougal, WA
 9 friends
 2 reviews

☆☆☆☆ 4/4/2019

Please take these warnings VERY seriously. This company Is AWFUL. DON'T think oh well that might not happen to me because it WILL! The run around I had to go thru just to get out of this plan was outrageous. If someone was not

computer savvy it would be impossible! I feel for the elderly if they have no help to maneuver around all their request. There are PLENTY of other insurance companies out that offer great prices. Don't be their next victim. Not to mention I expressed my complaints on their Aleria FB page and they took all my comments down and blocked me while still leaving other bad reviews on there. They did not respond to my comments at all. I also should have took heed to ALL of the bad reviews I read before purchasing this plan. PLEASE DON" T BE FOOLED!!!!



Kristin P.

Folsom, CA

👥 66 friends

★ 4 reviews

★★★★★ 4/8/2019

Alieria Healthcare was ok until I needed an ultra sound. I received written approval for the authorization request and got it done at Sutter Health. This is where the problem arose. Alieria Care wouldn't pay the \$1427 ultra sound bill and I received all sorts of explanations over the next several months with the most recent being that Sutter Health is not contracted with Alieria Care. (So I'm wondering where I should have gone...). Today however, Alieria Care called me and is going to reprocess the bill at a negotiated rate.



Laura N.

Santa Cruz, CA

👥 19 friends

★ 1 review

★★★★★ 4/23/2019

Do not use this company. If your doctor bills through a group, Alieria wont accept the group PNI . So if your doctor is part of Sutter Health, Dignity Health or any other group, you cannot use them even if they are in the network. I have been paying my monthly for basically no coverage. I have cancelled my policy but unable to sign up for real coverage because the enrollment is closed until November. Hope I stay healthy.



Liz C.

San Francisco, CA

👥 0 friends

★ 5 reviews

★★★★★ 4/8/2019 · 🔄 Updated review

Okay, this company is Bad News. They should consider what they are doing to people and families. Anyone feel the same ? Join in and band together against a company that gets away with this crap !
liz C

★ ★ ★ ★ ★ 3/18/2019 • Previous review

don't think of using this company! The broker who sold me the insurance didnt even sell the right plan. What the heck is going on. Can this company be investigated ? [Read less](#)



Comment from Madeline M. of Aliera Healthcare
Business Owner

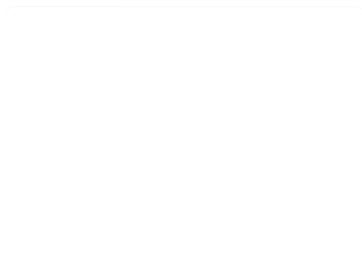
4/2/2019 • Hi, Liz. Thank you for bringing this to our attention. We work hard to provide cost-effective alternatives to healthcare insurance, and we're sorry to hear you're not happy with your plan. Please send us a private message with your contact information and a customer service representative will help you. [Read less](#)

Page 1 of 4

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48 other reviews that are not currently recommended ▾

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Aliera Healthcare Claimed

66 reviews [Details](#)

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"I also discovered that **Aliera staffs** their incoming phone lines well." in 2 reviews



"There was one time a confusion with **unpaid bill** for my son's pediatrician visit but I called the representative so they said they will take care of it. I hope they will." in 2 reviews

Ask the Community

Yelp users haven't asked any questions yet about **Aliera Healthcare**.

Recommended Reviews for Aliera Healthcare

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Kelsey S.
Oregon City, OR
 🍷 33 friends
 ★ 13 reviews
 📷 1 photo

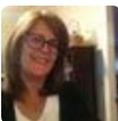
★ ★ ★ ★ ★ 4/11/2019

I spoke with Terry Moore and on Feb 1st 2019 and he told me that he would be approving my claim which was pre authorized over 1 year prior. He told me that it would take a week or so and that things would be handled. Well fast forward 6 weeks later and the claim was denied because of paper error, and it was resubmitted and denied again. Now I am being told by Cliff C the Team lead that the only way to resolve the issue is to have Terry or Ashia the manager under Terry fix the issue. Well Ive called multiple times every week and have been told that Ashia will be calling me back that was March 20th. I just got off the phone with Cliff and he said that Ashia is aware of my issue and would be calling me back, thats what she has been saying since March 20th 2019.



Comment from Madeline M. of Alieria Healthcare
 Business Owner

4/16/2019 · Hi, Kelsey. We're sorry to hear your reimbursement has not been processed as expected. Please send us a private message with your contact information so we may assist you. [Read less](#)



Robin Rae J.
Redondo Beach, CA
 🍷 153 friends
 ★ 20 reviews

★ ★ ★ ★ ★ 4/10/2019

I too wish that I would have taken the time to read these reviews. I am self employed and in my 60's. Health insurance for me is astronomical. So when the Alieria rep called me and offered a less expensive plan I was interested. My one concern was that my current physician was in network. I was told that he was, so I signed up. Come to find out, after the fact, that he IS NOT in network. Now I'm left to search for a new physician, which is time consuming and a hassle. Now I read that people are having trouble having their claims paid is very troubling. I'm thinking that I made a big mistake.

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

4/16/2019 · Hi, Robin Rae. Thank you for bringing this to our attention. Please send us a private message with additional information so that we may locate your membership and provide assistance. [Read less](#)

**Jannel G.**

East Bronx, NY

0 friends

16 reviews

2 photos

3/27/2019

TERRIBLE! TERRIBLE! TERRIBLE! Read all the reviews AND the ones under not recommended. It will tell the complete story. I don't even have the strength to describe in detail their poor customer service. It's pretty sad. I wish they had ZERO stars. They don't deserve one.

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

4/2/2019 · Hi, Jannel. We never like to hear that one of our members had an unsatisfactory experience. Please send us a private message with your contact information and a representative will follow up to provide assistance. [Read less](#)



Heather S.
 Studio City, CA
 106 friends
 1 review

★★★★★ 5/31/2019

Go anywhere else! Our child had an accident and required stitches. Alieria initially denied the claim. We appealed. Our appeal was granted but it has been more than a year since the accident and Alieria has yet to pay. We call and managers are never available and never return our calls. We have now filed a complaint with the Georgia Insurance Commission. By far, the worst company we have ever dealt with.



Comment from Madeline M. of Alieria Healthcare
 Business Owner

6/7/2019 · Hi, Heather. Thank you for bringing this to our attention. We're sorry to hear your reimbursement has not been processed as you expected and we'd like to help. Please send us a private message with your contact information so we can assist. [Read less](#)



Jessica P.
 Bristol, IN
 45 friends
 12 reviews

★★★★★ 3/29/2019

This is not a plan that we could count on. The sites are not updated for doctors in our area the hospital will not file and I have to pay cash for everything anyway. At this point I have paid out 6800 for the coverage and have 4800 of bills. I would be ahead 2k if I had just paid cash and not worried about having insurance. I have canceled this but wish I would have read the reviews. I have wasted countless hours on hold and talking to people to get things processed and am still getting EOB's that state they cannot cover something b/c I was not insured at that time but they clearly cashed my checks. This feels very much like a scam- very very disappointed.



Jon B.
 Atlanta, GA
 171 friends
 6 reviews

★★★★★ 3/13/2019

I signed up because the representative told me that obtaining the plan would avoid me paying a penalty at the end of the year. When I asked for the necessary tax forms I was told that the plan did not exempt me from the penalty. THESE PEOPLE ARE CROOKS! I am reporting them to the better business bureau and the secretary of state's office because they committed fraud. Go anywhere else to find health insurance!

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

4/10/2019 · Hi, Jon. We never like to hear when a member is having a negative experience and we want to help. Please send us a private message with your contact information and we'll have a customer care team member contact you. [Read less](#)

**Bert W.**

Hammond, IN

👥 0 friends

★ 2 reviews



3/23/2019 · 🔄 Updated review

They don't deserve even a one star rating. It should be a zero. The salesman came over to the house and lied about everything. I never received a policy in the mail. All you get is their handbook which is full of disclaimers. I needed sinus surgery to correct sleep apnea. They refused to cover it because they didn't consider it life threatening. I immediately cancelled them because their policy was worthless. I see a few people gave them good ratings based on the friendly salesman and the relatively low premium. These people will look at it differently if they ever need to file a claim. Since this is an insurance alternative, and not true insurance, the Department of Insurance cannot regulate them. I found this out when I reported them for not covering the claim. Lottery tickets are a better investment if you like to gamble.

Take a look at the comment to this post from Madeline M from Alieria. She asked me to send her contact information so she could assist me. So I sent her my phone number, but no one ever called. Certainly not surprised. They had made it clear that they were not covering my sinus surgery because it was not life threatening. One thing you can be sure of, is that they will take your money every month.



3/4/2019 · Previous review

They don't deserve even a one star rating. It should be a zero. The salesman came over to the house and lied about everything. I never received a policy in the mail. All you get is their handbook which is full of disclaimers. I needed sinus surgery to correct sleep apnea. They refused to cover it because they didn't consider it life threatening. I immediately cancelled them because their policy was worthless. I see a few people gave them good ratings based on the friendly salesman and the relatively low premium. These people will look at it differently if they ever need to file a claim. Since this is an insurance alternative, and not true insurance, the

Department of Insurance cannot regulate them. I found this out when I reported them for not covering the claim. Lottery tickets are a better investment if you like to gamble. [Read less](#)

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

3/5/2019 · Hi, Bert. We're sorry to hear your claim was not processed as you expected and we'd like to assist. Please send us a private message with additional details and your contact information so we can assist you.

[Read less](#)**Mary M.**

Chantilly, VA

0 friends

5 reviews

3/14/2019

Oh, that there was a rating lower than one star. I have gone around repeatedly about getting coverage for a mammogram in 2018. The back and forth between the radiologist office and the Alieria csr's who maintained the practice did participate. They don't. Round and round we went again about what type of bill Alieria would accept. Then, the practice refused to bill them because they're not really insurance as most people define it. So I finally paid out of pocket for the mammogram and will submit a bill and cancelled check as proof of payment. I have no doubt Alieria will shrug this off too.

Also, they denied payment on a legit bill because they said my coverage had ended. It hadn't. I called back to correct them. Mike said he saw the problem and would send the claim back for reprocessing. Almost one month later, it's till not paid. I'm summoning the strength to deal with them before I call back.

Stay away from this plan.

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

3/15/2019 · Hi, Mary. We're sorry to hear you haven't received the reimbursements you expected. Our team would like to help. Please send us a private message with your contact information and we'll be happy to assist.

[Read less](#)



Michael E.

Santa Monica, CA

👤 196 friends

★ 3 reviews

★ ★ ★ ★ ★ 2/27/2019

Terrible, terrible insurance company. Their list of people that accept the insurance is extremely inaccurate: 90% of the people they list as taking the insurance do not actually take it. Even if you can find someone who will take the insurance, good luck getting your claim processed. I submitted two claims by email and over the course of two months, they stopped communicating with me about it, despite my repeated emails, and the claims were never processed. It turns out that the email address for claims was changed for no apparent reason (and I only found out after calling them). So now I am still trying to sort out these claims, and meanwhile considering getting a second insurance policy with another company that people will actually work with.



Comment from Madeline M. of Alieria Healthcare

Business Owner

4/2/2019 · Hi, Michael. Thank you for bringing this matter to our attention. If you would send us a private message with your contact information, a member of our customer service team will assist you. [Read less](#)



Katelyn J.

Ann Arbor, MI

👤 10 friends

★ 1 review

★ ★ ★ ★ ★ 1/28/2019

I'm so disappointed that I purchased a plan with Alieria. I was assured by no less than 6 employees that prenatal services were covered at 100% by my plan. After my claims were processed, they have essentially paid nothing- and since I'm pregnant, I have made numerous medically-necessary office visits and now have a very significant outstanding medical bill. I filed an appeal and was told I should expect a response within 90 days. A team member gave me her direct line to contact her about the appeal and she has failed to answer or reply to any of my attempts to contact her for a status update. She claims she filed a higher-level appeal on my behalf but at this point, I don't believe her based on her failure to return my calls and the amount of times I have been lied to by this organization as a whole. Another team member assured me that someone would email me within 2 days with a status update, but I have not heard back. I have just today been told that they are behind on all appeals but cannot tell me how long they will take, so at this point, I have literally no idea as to when I should expect to get further information.

They will not let me speak with a manager about my concerns. I do not believe a word anyone from this

organization says to me anymore, as each time I contact them, I get a completely different story. Either they are purposefully deceiving their members to get our money without covering the services we were told we were paying for or their team members are so poorly trained that they cannot be trusted-- either way, this is inexcusable.

Do not waste your money on Alieria. I wish I hadn't. If I could give a 0/5, I would.



Comment from Madeline M. of Alieria Healthcare
Business Owner

2/5/2019 · Hi, Katelyn. Thank you for bringing this to our attention. We're sorry to hear that you are having difficulty with our member services and receiving reimbursements. We are working on your claims and a representative will contact you. [Read less](#)



Autrey S.
Atlanta, GA
👥 35 friends
★ 2 reviews

★ ★ ★ ★ ★ 1/22/2019 · 🔄 Updated review

Now it's a month later. I have been in touch with the customer service at Alieria. They are very nice people. The problem I'm having is the bills that continuously roll in, AFTER meeting my \$5000.00 deductible. And 1 is over \$6,000.00!!! This organization is a disgrace and in general a sham. Beware, anyone even considering Alieria

★ ★ ★ ★ ★ 12/2/2018 · Previous review

How is this even considered health insurance? It's a JOKE. I've more than met my deductible and Alieria is still not paying what they should. Such a disappointment, to say the least. [Read less](#)



Comment from Kelsey W. of Alieria Healthcare
Business Owner

1/25/2019 · Hello, Autrey. If your sharing request has somehow not been processed, we want to get the situation resolved. Please send us a private message with relevant information about your claim(s) and a contact number where one of our customer care representatives can contact you.

Hi, Autrey. As we posted on January 19, please send us a

message with your contact information and any additional information so we may assist you. [Read less](#)



Jenna E.

Cambrian, San Jose, CA

79 friends

4 reviews

2/26/2019

If I could give ZERO stars I would. Finding a doctor that takes them was a hard enough. Then when I used one that they said they worked with ---keep in mind, confirmed through email AND and an extra phone call I made to be absolutely sure-- they didn't pay for the appointment. When I called them about the claim they said they "weren't in network." Even after having an email to show that they told me they were!! I never went to another appointment all year because of this. The one appointment I made ALL YEAR they didn't cover. \$270 a month down the drain. They should be shut down for fraudulent activity. I'm back with Kaiser now, it's more expensive, but at least it's REAL INSURANCE.



Comment from Madeline M. of Alieria Healthcare

Business Owner

2/27/2019 · Hi, Jenna. Thank you for bringing this to our attention. We're sorry to hear your reimbursement has not been processed as expected. Please send us a private message with your contact information so we can assist.

[Read less](#)



Edward W.

Brickell, Miami, FL

5 friends

16 reviews

8 photos

1/13/2019

This is a joke plan , better go without anything! Just get a catastrophic or accident plan! Don't even cover specialty, if you have anything you're screwed ! High cholesterol,high glucose , thyroid, etc! This is like a discount card! Is like buying a car insurance, and when you get into an accident, they don't cover you! Pathetic!



Comment from Kelsey W. of Alieria Healthcare

Business Owner

1/19/2019 · Hi, Edward. Alieria offers many different health sharing plans and it may be that something other than the one you have is a better fit for your needs and budget, and we want to help. If you will provide us with your contact information via private message, we will be glad to work with you to find a better option. [Read less](#)



Anke J.
Sacramento, CA
0 friends
3 reviews

☆☆☆☆ 4/2/2019

I KNOW THIS IS LONG BUT PLEASE READ!!!

Alieria Healthcare is a total SCAM. They don't even deserve 1 star. You are paying a company who claim will share your healthcare costs but in reality you have no coverage and get incorrect information from Alieria that will alternatively cost you. My family has used Alieria 3x and all 3 claims have been denied (reasons below). I am surprised there is no class action lawsuit against them. I have submitted an appeals letter for 2 denied claims and will soon appeal the 3rd denied claim for an ER visit - just waiting to get the bill before I can appeal. My appeals are currently being reviewed by Alieria (They received my appeal on 3/28/19 by certified mail). If my pending medical bills are not adjusted by Alieria I will be seeking legal consult.

Reason for Appeals: One of my considerations to switch to Alieria Healthcare was based on the condition that my daughter's pediatrician was within network. Both myself and my Insurance Broker found the Pediatrician's Name and Foundation on Alieria's Portal prior to registration. My Broker called Alieria to confirm participating provider and I called Sutter to confirm eligibility. Sutter and Alieria accepted my insurance/provider choice. I scheduled an annual wellness checkup for my daughter (4 years old) which, should be covered 100% per my Premium Plan. Approx. 30 days later I get a bill stating provider is out of Network and bill is patients full responsibility. End of 2018 I contact Alieria Concierge and ask them to send me a list of providers so I can establish a new Pediatrician. Alieria Concierge emails me a list of provider and again my daughters Pediatrician that I was billed for as out of network was on the provider list. I called Alieria and Customer Service advised me to call the Alliera Appointment Center for confirmation. I call the appointment center, explain my past experience, and she pulled up my daughters pediatrician info and confirmed she was an accepted provider under my plan and that I should go see her and she will make the proper notes to claims to avoid reoccurrence. Early in 2019 my daughter has her annual wellness check and approx. 30 days later I get a bill stating out of network and full payment is patients responsibility. Furious, I call Alieria Claims Dept. and get hung up on, placed on hold for over an hour at a time and after several consecutive days of trying to reach someone I speak to a manager who confirmed she sees the pediatrician on their portal but the bill was coded incorrectly. I asked why this is my issue and why claims isn't addressing this wth Sutter and the only response I received was that I had to appeal. It's now April 2019 and I'm still trying to get this resolved -

pending results from my appeals. I, my Broker, Alieria Website, Alieria Concierge and Alieria Appointment Center and Dr. office all confirmed my daughters Pediatrician was a participating provider. If I can't use these resources to determine my healthcare what am I supposed to use?? I've exhausted all tools available to me by Alieria. I lose sleep thinking what if something medically serious happened to my family. I also worry about others that have Alieria and experience a true health complication or emergency.

My ER pending bill is approx. \$3,600. I was billed \$300 at the ER for my deductible per my medical card. However, apparently this is also not covered because it wasn't life threatening. I asked Alieria Claims who determines if a claim is life threatening and apparently its a private panel that represents Alieria. Well, if their child wakes up at 12:00am and has a fever of 104 degrees and is complaining they're unable to breathe well and is swollen and pale in the face I hope they wouldn't wait until normal business hours to take their child in. To me that's life threatening enough to not chance negligence by not taking her in. Test results confirmed she had severe case of Influenza which according to the CDC as of January 2019 California alone has reported 42 deaths linked to influenza. I'd say that's life threatening!

PLEASE SPEND MORE MONEY ON REAL INSURANCE.
PROTECT YOURSELF, YOUR FAMILY IN THE EVENT
SOMEONE DOES GET SICK OR INJURED.



Comment from Madeline M. of Alieria Healthcare
Business Owner

4/10/2019 · Hi, Anke. Thank you for bringing your issue to our attention. Please send us a private message with contact information so that we may locate your membership and provide assistance. [Read less](#)



B K.
Katy, TX
👥 0 friends
★ 16 reviews
📷 1 photo

★ ★ ★ ★ ★ 4/24/2019 · 🔄 Updated review

The saga continues. I thought Alieria had run out of all possible excuses not to pay this bill, but I should have known better. Previously they told me the payment was approved on January 19th, 2019. (This was for a bill from July 27, 2018). They said it would be in 45 to 60 days. After 60 days, not paid, they said, "we meant business days". Now after more than 60 business days, the latest: "we're showing that was just approved on April 17th, 2019". I have a letter from Alieria dated October 17, 2018 stating clearly the claim was approved. Are you kidding me? I'm turning

this over to a private attorney and the Texas Department of insurance. This company is a scam operating under the guise of a "Christian Health Ministry".

     4/7/2019 • Previous review

I stand by my 1 star review. Almost two months after I posted the first review, over 5 months after Alieria approved the claim, and eight months after the actual ED visit, the claim still has not been paid and the provider is threatening to turn it all over to collections.

As for Alieria's Yelp response and request that I contact their customer service department - hey, I've done that once or twice a week since December in the hope that someday they actually will do their job and pay the bill. No luck so far, just promises that it is approved and will, someday, be paid.

So I repeat - do not buy insurance from Alieria / Trinity. I've spent countless hours over the past eight months trying to get this resolved, and at this point, whether they end up paying pay it or not, I would not recommend Alieria to anyone. I will update if and when I confirm that they have paid the bill.

[Read less](#)

     2/20/2019 • Previous review

It's been a very long time since I posted a negative review, but let me say up front, DO NOT buy insurance from Alieria / Trinity. Here is a summary of my experience:

In July of 2018 I went an emergency room - the first time I have been to an ER in over 40 years. It took two months for Alieria denied the claim. I then had two ER doctors write letters explaining why that was in fact a justified ER visit. In mid-October, Alieria sent a letter saying they had reviewed and now had approved the claim.

By the end of December, I was receiving past due notices from the providers who had still not been paid. I called Alieria - talked to customer service, was transferred to claims, who said it would be "escalated". I'm pretty sure at Alieria escalated is code for trash can. It's nearing the end of February and the bill is still not paid. I've called 4 times, same

thing happens every time. First Customer service, then Claims, "yes it's approved but hasn't been paid", "no we don't know when that will happen", "no you can't speak to a manager, we will "escalate", "you will hear back from us within 72 hours".

They've never once called me back. In my opinion, there's only one reason an insurer would first refuse a valid claim, then approve it but not pay for over 6 months and counting: They don't have the cash to pay their bills. That is pure speculation on my part, but whatever their problem is, you don't want any part of it. [Read less](#)



Comment from Madeline M. of Aliera Healthcare

Business Owner

4/10/2019 · Good morning. We would like the opportunity to help with your reimbursement request. As we noted in a previous post; if you will send us your contact information (full name on account, phone number, email) via private message, a member of our team will provide assistance.

4/2/2019: Thank you for bringing this to our attention. We are sorry to hear you're having difficulties with your reimbursement and we'd like to help. Please send us a private message with your contact information and a customer service representative will contact you. [Read less](#)



Kris H.

Westminster, CO

0 friends

6 reviews

4/24/2019

This is a scam. They scammed me too! They don't want to cover anything and when the bill gets sent to them they act like they nothing about it. I had a terrible experience with these people and a terrible experience with there customer service. I got this insurance with health matters and I thought I could trust them. Boy was I wrong. My agent told me how great this insurance was and she lied! Don't get this insurance what ever you do it's very bad!!! If I could give less then a zero I would. Now I'm cancelling and I have no health insurance cause they are a scam. Thanks to this insurance! Don't sign up please. I'm actually calling a lawyer too. I hope he can do something about this.



Comment from Madeline M. of Aliera Healthcare

Business Owner

4/26/2019 · Hi, Kris. We're sorry to hear that you've had

difficulty receiving reimbursements and we'd like to help. Please send us a private message with your contact information and a customer care team member will contact you. [Read less](#)



Chris R.

Clearwater, FL

0 friends

9 reviews

1 photo

★ ★ ★ ★ ★ 12/17/2018

This isn't insurance, and you are agreeing to pay them money to maybe cover medical expenses at their discretion. My wife and I had it for a year, and it covered nothing, while we paid \$300/month for "coverage." We would have been better off just not having any coverage. Fortunately not much happened medically, but my wife did get a preventative mammogram and the company refused to cover any of it, despite all their promises at the beginning that they would cover preventative care. This company is really a scam, so hopefully people read reviews and don't get suckered by them.



Comment from Kelsey W. of Alieria Healthcare

Business Owner

1/19/2019 · Hi, Chris. We're sorry to hear that you were unhappy with your plan. Please send us a private message with your phone number and a good time for a customer service representative to contact you about any assistance we might be able to provide. [Read less](#)



Eric M.

Addison Heights,

Marietta, GA

21 friends

4 reviews

★ ★ ★ ★ ★ 4/25/2019

Just Awful. I signed up for this plan and soon after wound up in the hospital needing surgery. I was told I had to wait 6 months to have my surgery which they said was an "elective" surgery. I waited in spite of my doctor's warnings because I could not afford the out of pocket. I could have been seriously injured by waiting. I had another attack and went back to the hospital called Alieria, I got a verbal approval to have the surgery which they already knew I needed and they still are denying to pay the claim 7 months later. There's something crooked about the way they deny claims for surgery they agreed to cover if I would wait for their arbitrary 6 months to pass.



Comment from Madeline M. of Alieria Healthcare

Business Owner

4/26/2019 · Hi, Eric. Thank you for bringing this to our attention. We're sorry to hear your reimbursement has not been processed as you expected, and we'd like to help. Please send us a private message with relevant details and contact information so we can assist. [Read less](#)



Wayne W.

Dallas, TX

0 friends

4 reviews

4/13/2019

Alieria healthcare is a scam. I'm disappointed that this type of business exists in the USA, and I'm also disappointed to see all the other bad reviews. I documented all my calls to this rip off company, and run around I got, and the heat that my local clinic put on me to pay the bill. There is no advocacy for the customer. Alieria lied about processing a payment to the clinic many times, they lied about timelines, they made up a new invalid reason every time that I called to follow up. Customer service never helped, customer service quit the company and passed me to a no count new contact. anyone pondering doing business with this company - don't! Read the other reviews if you don't believe me.



Comment from Madeline M. of Alieria Healthcare

Business Owner

4/16/2019 · Hi, Wayne. Thanks for contacting us. If you send us your contact information (phone number, full name on account), we would be happy to forward it to the correct department for assistance. [Read less](#)



Kim W.

Long Beach, CA

0 friends

7 reviews

4 photos

3/29/2019

Do not get involved with this "insurance" company. They are disorganized, dishonest and uncompromising. They denied a pre- authorization before the doctor's office had even submitted it (clearly an error but never admitted it), they claimed that the doctor's office didn't submit medical records with the pre auth, even though they faxed over 10 pages with it, one employee claimed to have left voice mail for my husband, myself and the doctor's office but none of us received messages, the list of negligence goes on. They finally approved the pre auth for my son's oncologist (yes, they were denying oncological surgery for my son's near skin cancer on his face) but they never approved the plastic surgeon to close the over 2 inch incision on his face. They called that cosmetic surgery and they don't cover that. I can understand if he was going in for a face lift or a nose job, but he's a 17 year old young man who should have his

surgical sight closed properly. So, we had to pay almost \$4,000 out of pocket for that part of his hour and a half long surgery. I will appeal this but don't hold out much hope. We will be switching plans as soon as we are able.

Every doctor's office we dealt with after we started with Aliera commented on what a poor plan we had and suggested we should switch. We will be doing so now.



Comment from Madeline M. of Aliera Healthcare

Business Owner

4/10/2019 · Hi, Kim. We're sorry to hear you've had difficulty receiving reimbursement and we'd like to help. Please send us a private message with your contact information and a representative will follow up to provide assistance. [Read less](#)

Page 2 of 4

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"I also discovered that **Aliera staffs** their incoming phone lines well." in 2 reviews



"There was one time a confusion with **unpaid bill** for my son's pediatrician visit but I called the representative so they said they will take care of it. I hope they will." in 2 reviews

Ask the Community

Yelp users haven't asked any questions yet about **Aliera Healthcare**.

Recommended Reviews for Aliera Healthcare

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Search within the reviews

Sort by **Yelp Sort** ▾[Start your review of Alieria Healthcare.](#)**Cindy S.****Argyle, TX**

0 friends

1 review

4/28/2019

What a horrible experience and I wish I would've seen these reviews before we signed up with Alieracare.

In Dec. 2018 my 4 yr old jumped on the couch stomach first and landed with this head thrown back against the cushion.

After he finally calmed down he continued to state his neck hurt and was crying and not able to turn his head to either side without grimacing. We finally called our "approved" Telemedicine provider per Alieria and THEIR Dr. Advised us to go to the emergency room. He was especially concerned due to his age. Since it was after 8pm all of the urgent care facilities were closed so we looked for the nearest Alieracare APPROVED emergency room.

Skip ahead to today, the emergency center and doctor at the emergency center billed separately. I paid the \$300 MSRA the night of the visit and Alieracare paid the remainder, just over \$100 of the emergency center bill.

However, the \$642 bill from the Dr at the emergency center was initially denied in Jan 2019. I called and was told it was probably because the Dr bill came in before the emergency center bill and they weren't tied together. No problem. Skip ahead almost 5 months and multiple phone calls to check the status of the "reprocessing" of the Dr \$642 bill and noticed for collection from the Dr. Alieracare just now "re-processed" the \$642 and denied it (after being in review for months!). We followed the "rules" to a tee to ensure no issues and this still occurred. This is the most frustrating company to work with and any sense of confidence that we felt if we were in a serious medical situation has left us. Save yourself the frustration and don't go with them.

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

5/2/2019 · Hi, Cindy. We're sorry to hear your reimbursement hasn't been processed as you expected, and we'd like to help. Please send us a private message with your contact information and a representative will

follow up with you. [Read less](#)



Alyssa B.
St. George, UT
0 friends
1 review

☆☆☆☆ 3/28/2019 · [Updated review](#)

UPDATE: This company STILL has not worked with me to get a refund. Every single time I call them they tell me that "a manager isn't available" and I get the run around. I have even filed complaints with the BBB and they don't address anything. This company is full of frauds and shams. It is the most unethical, lying sack of crap company I have EVER dealt with in my entire life.

☆☆☆☆ 2/12/2019 · [Previous review](#)

This company is very unethical in its practices. I spoke with John Cullen at the company and when I talked to him I made it very clear that I was trying to get pregnant and needed coverage for the pregnancy, labor, and delivery. He assured me that I would be covered and everything would be fine. I have this conversation in a recorded call and written email. Come to find out (after I am already pregnant within my coverage dates) that there is a 10 month waiting period of which I was never informed. I was clearly upset at the situation. I called to get the issue resolved and was told that I was not covered. I was then told that I could not get a refund of ALL charges even if my policy cancellation was backdated because it had to be reviewed by the CEO. They have not paid out a single penny or covered any medical expenses for me. They are extremely difficult to work with in getting this issue resolved. There is also a lack of communication as many of the representatives won't answer my emails, or they simply don't give me the information I need. I have had an awful experience and would NOT recommend this company to ANYONE on the face of the planet. [Read less](#)



Comment from Madeline M. of Alieria Healthcare
Business Owner

2/12/2019 · Hi, Alyssa. We never like to hear when a member's experience is not positive and we want to help. Please send us a private message with your contact information and any additional details that can help us assist you. A customer care team member will follow up with you as soon as possible after we receive your message. [Read less](#)

**Aaron G.**

Los Angeles, CA

👥 5 friends

★ 18 reviews

★☆☆☆☆ 4/8/2019

Place is a scam, avoid at all cost. Once you get sick you're on your own. Had claim with them they finally approved after fighting several months then changed their decision against when it was time to pay hospital. Called and was told it was always approved but the hospital confirms they never were paid. Just want back all the money I wasted from these people. THEY ARE A SCAM. AVOID. Anyone know best legal action against them?

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

4/10/2019 · Hi, Aaron. We're sorry to hear you haven't received the reimbursement you expected. Please send us a private message with your contact information so we can assist. [Read less](#)

**Sheila K.**

Minneapolis, MN

👥 0 friends

★ 2 reviews

★☆☆☆☆ 3/26/2019

TERRIBLE! My husband was told, prior to enrolling in this horrible health coverage, that a certain operation would be covered. He asked to have this confirmed in writing but the agent said the conversation between himself and an Alieria Care customer service person was recorded and it clearly indicated that they would cover this procedure. After incurring a number of other medical expenses related to this surgical procedure, Alieria informed him that they would NOT cover this surgery or any of the costs we incurred related to this surgery. We went back to our agent who clearly remembered the conversations regarding this and retrieved the recorded call which clearly stated that these costs would be covered by Alieria. Even though an Alieria agent stated the costs would be covered they still are denying and refusing to cover any of these costs. This company is horrible and they do not stand behind what they are selling! DO NOT BUY THIS COVERAGE! We plan on reporting this company to the better business bureau and other regulatory agencies. I understand there is possibly a class-action process in the works....we're on board!

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

4/2/2019 · Hi, Sheila. Thank you for bringing this to our attention. We're sorry to hear your reimbursements have

not been processed as you expected and we'd like to help. Please send us a private message with your contact information and a member of our team will contact you.

[Read less](#)



GEORGE B.

Tiburon, CA

👥 0 friends

★ 8 reviews

★★★★★ 3/11/2019

I was seriously considering signing up for one of Alieria's medical plans. I'm sorry to say this, but after reading so many negative reviews of this organization, especially those describing the problems in handling claims, I've decided to look elsewhere. I can understand reading some negatives, but the few positive reviews are simply overwhelmed by number of negative ones. And the positive reviews reveal little or no interaction with the bureaucracy of Alieria, the main sticking point and gripe of those who are complaining. The website made Alieria sound like an efficient, caring organization; now I'm thankful I looked at the reviews. I don't want to take a chance.



Comment from Madeline M. of Alieria Healthcare

Business Owner

3/12/2019 · Hi, George. We are sorry to hear that you were discouraged by the reviews. If you have any questions, we would be happy to help. Please send us a private message with your contact information and a member of our team will assist you. [Read less](#)



Carolyn H.

Davis, CA

👥 0 friends

★ 2 reviews

★★★★★ 3/25/2019

I never write reviews but this "insurance" company is awful. I've repeatedly called both my doctor and Alieria Healthcare to find out if my doctor and children's pediatrician are in network, some representatives said "yes" some said "no". After more "yes" than "no" I decided to go to our doctors and of course I'm hit with a doctors bill for over \$300. I called Alieria and now of course they say the doctors are not in network. They're awful. There's more issues I won't go into but stay away from this one.



Comment from Madeline M. of Alieria Healthcare

Business Owner

4/2/2019 · Hi, Carolyn. Thank you for bringing this matter to our attention. We are sorry to hear that you are having

difficulty locating in-network doctors and we want to help. Please send us a private message with your contact information and a customer service representative will contact you. [Read less](#)



Sandra G.

Turner, OR

👥 26 friends

★ 5 reviews

★★★★★ 3/26/2019

Do NOT waste your money on this. They will find a way to deny your claim even if you do everything according to their policy. I am going to file a court suit to make them pay, but in the meantime I have to pay the medical provider or be turned over to a collection agency. They are pros at ditching and dodging. I really feel this company is a scam.



Comment from Madeline M. of Alieria Healthcare

Business Owner

4/2/2019 · Hi, Sandra. We're sorry to hear you haven't received the reimbursement you expected. If you send us a private message with your contact information, a customer service representative would be happy to help. [Read less](#)



M S.

Ruskin, FL

👥 8 friends

★ 5 reviews

★★★★★ 2/13/2019

Alieria is the biggest fraud that I've ever encountered. I was on the Alieria Premium coverage for 21 months at \$469.00 per month. In August of 2018 I became ill, I was experiencing pain and tightness in my chest, difficulty breathing and dizziness. I went to a local urgent care clinic at my own expense. After an examination the urgent care doctor urged me to go directly to the ER as he felt my symptoms were commensurate with a heart attack. I chose not to go to the ER because I was not sure if it would be covered by my plan and waited to see if my condition would improve on it's own, it did not. My next step was to visit my primary care doctor who also urged me to go to the ER, I explained that I didn't want to go and it appeared that my symptoms were getting better. At that point my doctor insisted that if the symptoms returned I would go directly to the ER and confirmed what the urgent care doctor had said about the symptoms suggesting that had had a heart attack. A few days later I was experiencing the same situation, I called Alieria to confirm the ER visit would be covered under my plan (even though my medical card clearly stated ER was covered with a \$300.00 co-pay), the Alieria rep confirmed that my ER visit would be covered. After confirming the coverage I went to the ER at our local

hospital where the staff examined me and ran a number tests including an EKG and bloodwork. According to the ER doctor they were unable to determine if my issues were caused by a heart attack because I waited too long (over 5 days) after the original episode to come in. Now, please keep in mind that everything thus far occurred in the month of August, in November I received the first request for medical records from Alieria. I contacted the hospital and told them that Alieria needed my records from the ER visit and they confirmed that they had not received any request for records from Alieria. The hospital agreed to send the records immediately and they did. After two weeks I contacted Alieria to confirm that they had received my records from the hospital, they said they had not received the records. At this point I went to the hospital in person and retrieved a copy of the records which I faxed to Alieria myself. After another two weeks I contacted Alieria again to confirm they had what they needed, again they claimed that they never received the fax (potential HIPAA violation?) Perhaps, I will be reaching out to HIPAA next to confirm, as my fax machine confirmed delivery. By now we are into the month of January, 2019. At this point I made a copy of the records and sent them certified, return receipt to Alieria. In February I received notice from Alieria that they were denying my claim because it was not a life threatening situation! Yes, your heard me right, Alieria does not consider HEART ATTACK symptoms to be life threatening. Today I called Alieria to find out about the appeal process, I was given an e-mail address to send my appeal to. Guess what, when I compiled all of my documents and sent them to the e-mail address they gave me it was returned as undeliverable because I did not have authorization to send messages to that address! Really! That's right, undeliverable, so now I have sent my appeal certified, return receipt again. By the way, the same individual who gave me the bogus e-mail address also said that the appeal would take approximately 4 months. These ridiculously long delays suggest one of two things to me, either Alieria staff are unexplainably incompetent or they are masters of delay when it comes to paying, keep in mind there is never a delay accepting the premium payments.

I have spent several hours this morning researching the tremendous amount of complaints against this organization (which claims to be faith based if you can believe that). Given what I have seen is just a short period of time it seems there may be merit for a class action suit against them. I have set up an e-mail account to communicate with anyone interested in pursuing this, please contact me at aliera.lawsuit@yahoo.com. If I get enough responses I'll look into setting up a go fund me page to collect money for legal expenses. We need to make a stand against these kinds of crooks, please join with me and let's send a clear

message to Alieria.

I will be reposting this message on as many complaint sites as I can find to reach as many victims as possible.



Comment from Madeline M. of Alieria Healthcare

Business Owner

2/21/2019 · Thank you for bringing your issue to our attention. Please send us a private message with additional information so that we may locate your membership and provide assistance. [Read less](#)



Steve B.

Knoxville, TN

👤 0 friends

★ 1 review

★★★★★ 9/1/2018

Be very careful. I reviewed the preventative care coverage, it included colorectal cancer screening, that all traditional insurance covers as preventative care. I called to get the appointment, as they request you do. Talked with the representative, they made the appointment and communicated with the hospital, I was assured that everything was fine.

I had the colonoscopy, everything went good. Hospital accepted the Alieria card. So now, after about two months I'm informed that this screening is only covered for a simple office visit that takes a stool sample. On the hook for around 2K.

I'm not saying that Alieria is a bad option, just make sure you know what you are getting into. Marketing is good, but be sure you do a deep dive. It might be better than the ACA but just be aware that you are on your own on any healthcare options.

I am fortunate that I have another option. I have canceled this plan.



Mary J.

Huntington Beach, CA

👤 0 friends

★ 2 reviews

★★★★★ 3/6/2019

Terrible fake not insurance! Agents tell you lies to get you to sign up for it and tell you that you have 30 days to decide prior to being charged. My checking account was hit 2 days after signing up and 1 day after cancelling after

realizing it was a scam. When calling customer service to complain and ask that the money be put back in the checking account I was told it would happen but not sure how long it would take and it would be escalated but no date given.



Comment from Madeline M. of Alieria Healthcare

Business Owner

3/7/2019 · Hi, Mary. Thank you for bringing this to our attention and we want to assist. Please send us your contact information via private message and a customer service representative will follow up with you to help resolve the matter. [Read less](#)



Cara T.

Asbury Park, NJ

👤 0 friends

★ 3 reviews

★★★★★ 2/27/2019

Worst experience I have had. They convinced me all Doctors would accept this plan. They gave me one quote and then said they made a mistake and charged me double. I asked if I could cancel and get my application fee back at anytime and they assured me I could. I called my sons doctor and they have never heard of this plan. I have called to cancel and haven't been able to get anyone on the line for over two hours. Do not use them!



Comment from Madeline M. of Alieria Healthcare

Business Owner

4/2/2019 · Hi, Cara. We are sorry to hear that you are unhappy with your plan and would like to assist. Please send us a private message with your contact information and a customer service representative will follow up with you. [Read less](#)



Terri L.

Portland, OR

👤 60 friends

★ 5 reviews

★★★★★ 1/24/2019

Unity or Trinity Healthcare, they have rebranded this year probably due to all the negative reviews. Tried to cancel my insurance Dec 2018 and they charged me for 2 more months. They did reverse the second month charge but had to call 3 times with long hold times and talk to 2 supervisors. The supervisor looked into the cancellation call and refuses to refund my Dec payment. Stay clear of this

company.



Comment from Madeline M. of Alieria Healthcare

Business Owner

1/28/2019 · Hi, Terri. We have not rebranded, but we have partnerships with other ministries (including Trinity Healthshare) to increase members' options. Please send us a private message with your contact information and a member services representative will contact you to help find a resolution. [Read less](#)



Susan U.

Vacaville, CA

0 friends

2 reviews

★ ★ ★ ★ ★ 2/11/2019

I called their Concierge to have someone choose a local doctor and make my first appointment for me. It was very simple. I went to 2 appointments with this doctor. However, Alieria continues to refuse to pay the bills, saying this doctor is NOT IN THEIR NETWORK. Since they made this appointment for me, this is a LIE. The people I call to discuss my bill are always very sweet, however these two appointments are still outstanding since I first reported it in Oct of 2018. They did the courtesy of telling billing from my medical Foundation that the claim is denied. More than they told me. They even gave her a bogus number for me to call to appeal the claim! What a joke.



Comment from Madeline M. of Alieria Healthcare

Business Owner

3/6/2019 · Hi, Susan. It is our goal to make sure every eligible expense is processed and paid in a timely manner. If that has not happened in this instance, we want to investigate. Please send us a private message with your contact information and other relevant details and a member of our team will follow up with you.

[Read less](#)



Marc B.
 Anaheim, CA
 0 friends
 7 reviews

★★★★★ 3/4/2019 · [Updated review](#)

It took a few calls but the member verification and billing glitch was resolved. I also discovered that Alieria staffs their incoming phone lines well. You can always promptly reach a live person.

★★★★☆ 2/18/2019 · [Previous review](#)

I went to a primary care MD listed in the Alieria/PHCS provider directory. When the MD office attempted to verify eligibility, they were told they were out of network and I wasn't covered. I double checked the online provider directory and the primary care MD is still listed as a participating provider.

In my case, it appears that MDs that are part of a medical group (vs. being a solo practitioner) are not considered in network because a different provider number is used for billing purposes. In Southern California, most primary care MDs are part of a medical group, so this is a major flaw in the Alieria provider network. [Read less](#)



Comment from Madeline M. of Alieria Healthcare
 Business Owner

2/19/2019 · Hi, Marc. Sorry to hear you had a problem and thank you for bringing it to our attention. Please send us a direct message with your contact information and relevant details so we can investigate further and provide assistance. [Read less](#)



Jackie M.
 Santa Monica, CA
 0 friends
 3 reviews

★★★★☆ 12/4/2018

This is NOT health insurance--they even state that in the fine print. A healthcare broker (who probably works for them) will try to sell you on the fact that it's less expensive and has all the benefits of Cigna, Oscar, BlueCross, but it's a lie. This is a religious organization that has zero obligation to pay medical bills and instead may, or may not, voluntarily reimburse you for part of your medical bill.

If you're sent a PDF brochure for this company, go to page 11 and 12 and read what they wrote. If you don't have access to that PDF, here is the copy under the GENERAL LEGAL NOTICE section:

"This organization facilitates the sharing of medical

expenses but is not an insurance company, and neither its guidelines nor plan of operation is an insurance policy. Sharing is available for all eligible claims; however, this program does not guarantee or promise that your medical bills will be paid or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary. As such, this program should never be considered as a substitute for an insurance policy. Whether you or your provider receive any payments for medical expenses and whether or not this program continues to operate, you are always liable for any unpaid bills. This health care sharing ministry is not regulated by the State Insurance Departments. You should review this organization's guidelines carefully to be sure you understand any limitations that may affect your personal medical and financial needs."

Do a Google search on their parent company, Trinity HealthShare, Inc.

Everyone who works for this company should be locked up for life in jail.



George H.

Pittston, PA

👤 0 friends

★ 6 reviews

★ ★ ★ ★ ★ 4/23/2019

First, let me start by saying this is NOT health insurance. that being said, they do NOT have to follow the rules set forth by the AHCH. This plan is more like a pyramid scheme where the people on top benefit the most. I subscribed to this plan for 15 months. During the 15 month period, I was diagnosed with an entrapped ulnar nerve, acute tendonitis, and an abdominal hernia. They would not approve the therapy required for the nerve and tendonitis and denied my surgery claim 1 week before the scheduled surgery saying that it was a pre-existing problem despite the fact it only happened 3 months ago while pushing a car out of the snow. I never received any treatment for it and was only diagnosed by a medical professional two weeks prior to the scheduled surgery. Do yourself a favor and search the reviews on the Better Business Bureau website. They mirror the reviews here. Don't waste your money on this garbage. They can feel free to call it whatever they want BUT, it is NOT health insurance. I can't understand how they have not been shut down to date.



Comment from Madeline M. of Alieria Healthcare

Business Owner

4/26/2019 · Hello, George. Health Care Sharing

Ministries are not insurance, but, as the name implies, they are platforms on which individuals share costs of medical expenses. Each member contributes sharing funds on a monthly basis and those funds are matched to other members who have eligible sharing needs each month. All plans managed by Alieria comply with state and federal regulations regarding Health Care Sharing Ministry plans. [Read less](#)



Julie B.
Wellington, FL
👥 124 friends
★ 2 reviews

★★★★★ 5/30/2018

Buyer beware, stay away, they will not pay your bills!!!



Tracy M.
O'Fallon, MO
👥 110 friends
★ 3 reviews
📷 1 photo

★★★★★ 11/15/2018

If I could have picked A zero I would have. I had this so called coverage for a few months and it has been a total joke. I have called for 11 months now trying to get a refund for my eyecare and keep getting told a check will be in the mail. I ask for a supervisor and conveniently they are never there. I ask for accounting because they are the ones who write the checks and they are internal and you cannot talk to anyone. It is endless phone calls of "the check is in the mail!"



Comment from Kelsey W. of Alieria Healthcare
Business Owner

1/19/2019 · Hi, Tracy. We are sorry to hear about the issues you've experienced. If you have not received reimbursement for a valid claim by now, please send us a private message with details about the claim and a phone number where you may be contacted so we can assist.

[Read less](#)

**Cassie O.**

Sonoma, CA

0 friends

2 reviews

★★★★★ 4/11/2019

Heartfelt thanks to everyone who took the time to post here in the hope of protecting others, like myself, from not making the same mistake. My husband changed jobs and while health insurance may be available in the future, it currently isn't offered. Open enrollment ended three months ago so we're stuck until November (scary). Though we get robocalls all day which I never answer/block, two insurance agents who said they were referred to us by Covered California (which we inquired about but don't qualify for) managed to get through and aggressively tried to sell us Alieria (one hung up on me because I wouldn't give him my bank account or credit card number immediately). None of it sounded right so I researched Alieria online and did not find a single positive review for it anywhere -- just warning after warning that it is a scam. Like many have stated here, people pay monthly premiums but very little, if anything, is actually covered so you're out hundreds, if not thousands, of dollars in premiums on top of out of pocket expenses for medical treatment. (But their customer service department will pray for you over the phone so there's that...) Though the Better Business Bureau gives it an inexplicable A+ rating, its website lists a whopping 63 complaints -- horror stories, really -- to date for 2019 alone and 100% of BBB's 41 reviews say it's a scam. This opportunistic, predatory company claims to be Christian-based but they are committing outright FRAUD. The worst kind -- targeting the medically vulnerable. Where is the insurance commissioner in all this? Or the FTC? If the Federal Bureau of Investigation isn't looking into this company and the greed-driven insurance agents who sell these policies, they should be.

**Comment from Madeline M. of Alieria Healthcare**

Business Owner

4/16/2019 · Hi, Cassie. You are correct that Alieria is not an insurance company. Although we provide members with the opportunity to request reimbursement for eligible medical expenses, a Health Care Sharing Ministry (HCSM) is not insurance. As the name implies, it is a platform that helps members share the financial responsibilities of medical costs among a group of health-conscious people with common beliefs. HCSMs fulfill all requirements mandated by the Affordable Care Act. If you have any questions, feel free to send us a private message with your contact information and a representative will contact you. [Read less](#)



Eddie D.
Grapevine, TX
0 friends
3 reviews

★★★★★ 9/28/2018

This company is horrible and crooked. Please do yourself a favor and do not use them. I followed my plan to the letter and they did not pay one cent toward my bills. It is horrible. I was left with thousands and thousands of bills that I cannot afford.

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"I also discovered that **Aliera staffs** their incoming phone lines well." in 2 reviews



"There was one time a confusion with **unpaid bill** for my son's pediatrician visit but I called the representative so they said they will take care of it. I hope they will." in 2 reviews

Ask the Community

Yelp users haven't asked any questions yet about **Aliera Healthcare**.

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Roger H.
 Newbury Park, CA
 0 friends
 23 reviews

★★★★★ 10/28/2018

Huge savings and very supportive claims processing. Unlike traditional health insurance. I feel well protected.



Xeinesei B.
 Oakland, CA
 22 friends
 79 reviews
 48 photos

★☆☆☆☆ 3/1/2018

1 First to Review

So far I feel as if they are not a legitimate company. Waiting to hear back from customer service on a request. Only one line emails and not real help. Try missing a payment and they start calling right away.



Anna L.
 Los Angeles, CA
 81 friends
 27 reviews

★☆☆☆☆ 7/25/2018

This company will eventually be subject to a class action lawsuit. Their deceptive sales practices and brochures mislead customers as to what is covered. They pay nothing. Designed as catastrophic care, you better hope you don't have a catastrophic injury because you will be screwed and face thousands and thousands of bills.

Here are some examples:

Your specialist is "covered" supposedly with 75 dollar visit...What they don't tell you is that that is 75 dollars AFTER you have met your deductible at 100 percent. Until that time you are responsible for ONE HUNDRED percent

of your consult fee. If the consult fee is 200 dollars you pay all of the 200 dollars until your deductible is met. FURTHERMORE, 75 dollars of that 200 DOES NOT count towards your deductible because they say it is a consult fee. They will tell you that your expenses are covered at 100 percent after your deductible is met. This is untrue. You still have to pay all of the consult fees. They will not cover physical therapy beyond 6 sessions and you pay the consult fee still. Imagine if you have a serious accident. They will push off many expenses to you, cover the bare bones and you can easily be stuck with tens of thousands of medical bills. They don't divulge these ugly truths to you when you sign up. They give you particulars AFTER you pay in a brochure that is a long time coming to you where details are misleading and cloudy all subject to THEIR interpretation.

There is more. You will pay the highest rate possible at a medical provider while working towards your deductible because they don't have good negotiate rates with providers. Sometimes you can pay four to five times more for the same procedure if you had just paid cash yourself.

As for their "discount" pharmacy with RX Valet...it is MORE expensive by a lot for some medicines and you would be better off paying cash to get the local pharmacy discount. It's cheaper. But then it doesn't count towards your deductible which you'll never meet anyway because they exclude so much towards counting towards it.

This company is NOT insurance. It does not even come close to a traditional company in that they do require pre-approval for any treatment of 7-10 business days. How ironic that they must give their approval for treatment you will end up paying for 100 percent anyway.

I should have stayed with Blue Shield. I will spend much more with this company and have to delay treatment now. It took them over two months for me to be able to see the doctors I needed for my accident and now I'm looking at thousands of dollars in medical bills that would have been 25 percent of the cost had I just paid out of pocket. DO NOT BUY THIS PLAN. You will regret it.



Carol E.

Manteca, CA

0 friends

9 reviews

3 photos

★★★★★ 7/23/2018

Horrible! We are located in California and were referred to Alieria by Covered California during the open enrollment deadline for Obama Care. We did not qualify for an Obama care tax credit to help with the monthly premiums so they told us Alieria would be affordable and right for us. So we

signed up with them out of desperation. They got over 5 grand worth of premiums out of us before we used the plan and found out its worthless. I called and asked them to help me find a female doctor in my area that is in their net work and they showed me one and I made an appointment with her for my husband and me and by the time we got there her clinic is no longer in the net work and would not accept my Alieria "insurance" card. So thats how it works. I must look for another doctor in their net work and by the time I get to an appointment with that one he/she may not be in the net work any longer as well. And if your doctor you are already going to goes out of the net work you might not find that out till you get the bill from your doctor that Alieria did not pay because the doctor went out of the net work. We paid nearly 500 bucks a month for this plan. Fell for it hook, line and sinker, because we were desperate. Obama care made things even worse for self employed people like us. We could never afford health insurance before and we still can't now but now we are even punished for not being able to afford it because we will have to pay a tax penalty for not having any. My husband is so angry I can't even get him to listen to any other health insurance agents on the phone. He says he refuses to pay out another dime for all these health care scams and says we'll just have to pay the tax penalty and hope we make it to the age when we can finally get medicare.



Jason T.
San Ramon, CA

0 friends

2 reviews

2 photos

1/19/2019

I signed up with Alieria Health Care in December of 2017, and the company seemed to be legit before I started receives invoices from hospital visits earlier that year. The first invoice was in the amount of \$5,089.90 from an ER visit. I called their claims department questioning why they were not going to cover the ER visit. Their answer was because kidney stones were not considered life-threatening, so the ER visit will not be covered. Then a few months later I received more invoices, but this time in the amounts of \$774.44 for my primary doctor visits. I again called their claims department and asked why weren't they were not paying these invoices, and their excuse was they could not process the claim because the invoices were not billed directly from the doctor, but I called again and got a different answer. This time because Sutter Health and Palo Alto Medical Foundation were on the invoices, and they can only process claims under Palo Alto Medical Foundation. Palo Alto Medical Foundation is an affiliation of Sutter Health. I went back and forth with Alieria Health Care about these invoices but never had any luck with Alieria Health Care paying any invoices. Now I am going to be paying off these medical bills for years because Alieria Health Care is

a complete rip off and a scam. They mascardade as Christians but in truth misled people like myself into believing that our medical expenses will be covered, but actually none of the medical expenses even a routine doctor visit in their network won't be covered.



Comment from Madeline M. of Alieria Healthcare

Business Owner

1/23/2019 · Hi, Jason. Thank you for bringing this to our attention. We're sorry to hear your reimbursements have not been processed as you expected and we'd like to help. Please send us additional details and your contact information so we can assist. [Read less](#)



Cheryl L.

Edwards, CO

0 friends

1 review

★★★★☆ 12/3/2018

there is a reason why it is less expensive, first you are not covered for any cancer in the first year, second.....if you take any medication, the conditions for which you take the medication is a pre exististing condition and is not covered for 24 months. so if you take any type of cholesterol or BP medication...your heart is not covered. how does that make you feel?



Comment from Kelsey W. of Alieria Healthcare

Business Owner

1/19/2019 · Hi, Cheryl. Alieria offers many different health sharing plans and it may be that something other than the one you have is a better fit for your needs and budget, and we want to help. If you will provide us with your contact information via private message, we will be glad to work with you to find a better option. [Read less](#)

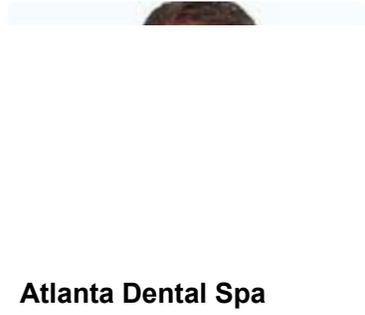
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★★★★☆ 237 reviews



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money collide

Jenny Deam

July 2, 2019 | Updated: July 2, 2019 5:51 p.m.



David and Megan Martinez at their home in Dallas. They bought health coverage through a health sharing ministry affiliated with the company Alera, but now face medical bills of \$129,000 that the plan would not cover.

Photo: Joyce Marshall, Freelance / For the Chronicle

UPDATED: On Tuesday, the day this story appeared online, an Alera claims director called David Martinez and said previous denials would be reversed and the entire claim would be paid.

DALLAS -- When David Martinez switched jobs, he was suddenly without health insurance for the first time in his life. For months, the businessman searched for an

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Christian health-sharing ministry, an obscure but growing type of coverage based on the biblical principle that the like-minded should help each other in times of need. Members contribute monthly into an Alera-administered fund to help pay their future medical bills.

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It sure sounded like insurance to Martinez. Or close enough. And, as a Christian, he figured any company marketing faith should be more trustworthy. He signed up in April 2018 and began paying Alera thousands of dollars. The only problem: the plan turned out to be worthless. He now owes \$129,000 in medical bills currently in collections.

As similar cases have surfaced across the country, regulators in several states, including Texas, are taking action against Alera, accusing the four-year-old company of fraudulently selling insurance without a license — a charge Alera denies. But the story runs deeper, emerging as a tangled tale of broken deals, politics, religion, prison, and, of course, money - hundreds of millions of dollars. And it is unfolding at a time when the nation's health insurance regulations are steadily unspooling.

Martinez became ensnared when his wife underwent urgent surgery and Alera refused to pay, denying the claim multiple times and asserting that Megan Martinez had a pre-existing condition, even though her doctor said she did not. Further, since Alera is not technically insurance, it is not bound by laws that would require coverage under the Affordable Care Act. Nor does it fall under much other oversight.

“It really is an extraordinary case,” said Jo Ann Volk, a research professor at the Georgetown University Center on Health Insurance Reforms, who has been watching from afar. “There are completely legitimate health sharing ministries out there, but there are others that are taking advantage of this wild west of insurance we are living in now.”

A request for comment from Alera was forwarded to a public relations spokesman who answered questions and issued a company statement by email. Leadership of Alera was

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“We will vigorously defend against the false claims directed at our company,” Alera said in the statement, “and we are confident we will prevail when these questions are ultimately determined by impartial judicial review.”

20 cents on the dollar

On May 7, the Texas Department of Insurance said it would seek a cease and desist order in administrative court against Alera for misleading customers into thinking they were buying insurance and blurring the line between the for-profit parent company and its affiliated nonprofit health-share ministry. The company countered members know exactly what they are getting.

Still, the similarities between traditional health insurance plans and the products Alera promotes can be striking. Alera’s website touts individual and family coverage that includes “primary care physician visits, pharmaceuticals, basic eye and hearing examines (sic), both in- and out-patient procedures, extended hospitalizations, urgent care needs, labs and diagnostic procedures.” Plans come in gold, silver and bronze, using the same metal designations as insurance plans offered under the Affordable Care Act’s exchange.

On HoustonChronicle.com: [It costs what? Medical pricing shrouded in secrecy](#)

Alera, however, is under no legal obligation to pay claims. In fact, authorities allege just 20-cents out of every dollar collected in member fees appear to go to medical bills. That’s the exact opposite of Affordable Care Act rules that generally require insurers devote 80 percent of what they collect in premiums to covering health care costs.

Texas insurance authorities also say that Alera’s affiliated health sharing ministry, Trinity Healthshare, fails to comply with state rules on such groups and operates as a “shell that was created to disguise Alera and its control by Alera.”

In a Texas court filing Alera denied “each and every, all and singular, material allegations.”

Alera has more than 100,000 overall customers nationwide, with 17,000 in Texas, and its annual revenue last year was \$215 million, the company said.

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Six days after Texas' action, Washington ordered Alera to stop doing business in that state, alleging "deceptive business practices." The next day, on May 14, New Hampshire issued a warning about Alera on its website. And by month's end, Colorado's insurance commissioner posted a broad caution against health care sharing ministries: "If it sounds too good to be true, it probably is."

Then, on June 13, Texas Attorney General Ken Paxton sued Alera in state district court, mostly mirroring the Texas Department of Insurance complaint but seeking penalties of \$10,000 for each violation and for each day of violation. No hearing date has been set.

Alera has vowed to fight back in both Texas and Washington.

Family affair

Alera Healthcare Inc. was formed at the end of 2015 as a for-profit corporation with headquarters in Atlanta, incorporation records in Delaware show. The CEO is Shelley Steele and her son, Chase Moses, is president. Her husband, Timothy Moses, was executive director until April 2019 when he left to become business development specialist at Ciel Capital Group, described as a privately-held Atlanta consulting firm.

In October 2005, Timothy Moses was convicted in Atlanta of two counts of federal securities fraud and one count of perjury. Then the CEO of a bankrupt biotechnology firm, he was found guilty of artificially inflating the value of his company's stock through press releases and selling his shares right before the price crashed, according to the U.S. Securities and Exchange Commission and the U.S. Attorney's Office for the Northern District of Georgia.

On HoustonChronicle.com: [A Texas woman's fight with a health care system she say let her down](#)

He was sentenced to 78 months in prison and ordered to pay more than \$1.6 million in restitution. He also was ordered to five years of supervised probation beginning in early 2011. But federal prosecutors later tried to send him back to prison for allegedly violating the terms of his probation, including failing to make restitution payments, opening new

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Attempts to reach Moses for comment were unsuccessful.

In April 2015, Moses' probation ended. Eight months later, he and his wife launched Alieria and began marketing what the company called "insurance alternatives."

Soon after, Alieria joined forces with a small Virginia health sharing ministry called Anapatist Healthcare, run by Mennonites. The deal was supposed to expand the reach of both Anabaptist and Alieria. A new ministry, Unity Healthshare, was formed with Alieria in control of nearly all operations.

It wasn't long, though, before the partnership went south, ending in a nasty court fight still playing out in Georgia.

Alieria filed a lawsuit in August 2018, contending breach of contract and claiming it had built Unity into a successful company, but the leadership of Anabaptist "executed a scheme to cripple Alieria's entire business" by stealing intellectual property and freezing assets, according to the litigation.

Anabaptist countered that Alieria had been deceptive and misused Unity membership funds — which were to remain separate from Alieria's— for its own purposes, including \$150,000 in checks that Moses wrote to himself. Alieria has said it was a misunderstanding and the money was paid back.

By the time Alieria parted ways with Anabaptist, it had already formed a new health share ministry, called Trinity Healthshare Inc., populating it with Alieria employees and automatically moving Unity members to Trinity unless they specifically opted out. In April, the Georgia judge issued an injunction against Alieria to stop the transfer of money and members pending the outcome of the case. Alieria appealed the order.

Big business

The concept of health share ministries is often likened to an old-time Amish barn-raising, with people of faith helping each other in times of trouble. But in fact, the groups have become big business and increasingly under scrutiny.

Health policy experts believe what propelled the rapid growth is a special carve out in the Affordable Care Act which exempted members from the law's requirement to carry traditional health insurance or face a penalty. Lawmakers agreed to the exemption after the groups argued it was a matter of religious freedom.

Then, as premiums for individual plans offered through the ACA began to rise sharply, so, too did interest in the typically cheaper offerings from health-sharing ministries, especially among those who had lost traditional coverage. And as membership grew, the marketing became louder and more sophisticated. Some began relaxing requirements to join.

Health policy advocates and regulatory authorities worry customers may not fully realize they are not buying insurance and there is no guarantee of coverage — or much recourse if something goes wrong. Alera, for example, avoids traditional insurance terminology to sell its plans, but has used other words for the same concepts. In a broker's email to another Alera customer, obtained by the Chronicle, a translation was offered: "Member Shared Responsibility Amount = Deduction" and "Consult Fee = Co-Pay."

Texas authorities accuse Alera of piggybacking on the health-sharing ministry concept, cashing in on the religious appeal and limited regulations. Alera argues it offers health-share plans as just one option from a larger menu, calling them "a choice government at all levels should respect."

The Price You Pay: Murky health care business practices trap patients at their most vulnerable

In Texas, a health-sharing ministry must be bound by people of a similar faith. The Trinity Healthshare bylaws do not specify any particular religion. When members enroll they are required to sign a series of belief statements that include "personal rights and liberties originate from God and are bestowed on us by God" and "every individual has a fundamental religious right to worship God in his or her own way."

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100 percent coverage. In many traditional insurance plans, members are still responsible for a portion of their medical costs even after their deductible is met.

In June 2018, Megan Martinez underwent surgery for diverticulitis. Alera had pre-approved the procedure and the couple paid their \$5,000, assuming there would be no further bills, Martinez said. And initially it appeared Alera would indeed pay nearly all of the \$130,000 in billed charges, according to the couple's estimate of benefits.

But then overdue notices began rolling in.

When Martinez confronted Alera, the company said his wife's surgery sprang from a pre-existing condition so it was not covered after all. Even when her doctor told the company it was not pre-existing, Alera would not budge, he said.

"What are you saying, the doctor's a liar?" Martinez argued.

"We sympathize with them and their frustration, as this is an unfortunate example of the need to understand health plan details, especially what is eligible for cost sharing and what is not - such as a pre-existing condition in this case," Alera said in a statement about the Martinez case.

Then on Tuesday a claims director called Martinez and said the previous denials were reversed and the claim would be paid.

In a corresponding letter, Alera said the claim had initially been denied because of his wife's pre-existing condition and because robotics were used in the surgery which was not authorized. But the company now says that upon further review it was "not definitive" there was a pre-existing condition and that robotics had become prevalent enough in surgeries coverage would be allowed.

"It's very good news, " said Martinez just after receiving the call, "But it's not good news until all the doctors and the hospitals get paid. I am still very skeptical about this. We never should have been put in this position."

The company responded online: “Thanks for bringing this to our attention. We’re sorry to hear you didn’t receive the reimbursement you expected.”

Little did Martinez know, the Texas Department of Insurance was scouring online reviews as it built its case against Alieria. He was contacted by TDI lawyers and added to a potential witness list. In April he stopped paying his Alieria member fees. He has now hired a lawyer and bought a UnitedHealthcare plan.

“I’m angry. And I’m embarrassed,” he said, “but mostly I’m disgusted by the hypocrisy. They are no more faith-based than Satan himself.”

jenny.deam@chron.com

twitter.com/jenny_deam

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