

1 ROB BONTA  
Attorney General of California  
2 RENU R. GEORGE  
Senior Assistant Attorney General  
3 KATHLEEN BOERGERS (SBN 213530)  
Supervising Deputy Attorney General  
4 ARI DYBNIS (SBN 272767)  
ANNA MOLANDER (SBN 217794)  
5 STEPHANIE T. YU (SBN 294405)  
Deputy Attorneys General  
6 300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
7 Telephone: (213) 269-6664  
Fax: (916) 731-3652  
8 E-mail: Ari.Dybnis@doj.ca.gov  
*Attorneys for Plaintiff,*  
9 *the People of the State of California*

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF ALAMEDA  
13

14  
15 **THE PEOPLE OF THE STATE OF CALIFORNIA,**  
16 **Plaintiff,**  
17 **v.**  
18 **ALLIANCE FOR SHARED HEALTH, INC., ET AL.**  
19 **Defendants.**

**Case No.**  
**STIPULATION FOR ENTRY**  
**OF FINAL JUDGMENT AND**  
**PERMANENT INJUNCTION**  
**EXHIBIT A [PROPOSED]**  
**FINAL JUDGMENT**

20  
21 Plaintiff, the People of the State of California (“Plaintiff” or “People”), appearing through  
22 its attorney, Rob Bonta, Attorney General of the State of California, by Supervising Deputy  
23 Attorney General Kathleen Boergers and Deputy Attorneys General Ari Dybnis, Anna Molander,  
24 and Stephanie Yu, and Defendants Alliance for Shared Health, Inc. (“ASH”), Christian Discount  
25 Alliance, LLC dba Shared Health Alliance (“SHA”), Michael Hentges, Chris Whitney, Adelle  
26 Brown, Curtis Anderson, B. Ronnell Nolan, Corey Durbin, and John Lewis (collectively,  
27 “Defendants”), appearing through their attorney, (collectively, the “Parties”) stipulate as follows:  
28

1           1.       The Final Judgment and Permanent Injunction ("Judgment"), a copy of which is  
2 attached as Exhibit A, may be entered in this matter, and said entry of judgment may be ordered  
3 by a Judge of the Superior Court. The Parties hereby stipulate and agree that the Judgment  
4 includes an injunction under Business and Professions Code section 17203.

5           2.       Concurrently with the filing of this Stipulation, the People have filed their  
6 Complaint in the matter alleging that Defendants committed violations of Business and  
7 Professions Code section 17200, among other statutes. By entering into this Stipulation,  
8 Defendants do not admit any facts or legal claims alleged in the Complaint, and are settling this  
9 matter for the sake of resolution.

10          3.       This Court has jurisdiction over the subject matter of this action and the  
11 Defendants; venue is proper in this County; and this Court has jurisdiction to enter this Judgment.

12          4.       The terms of this Judgment shall be governed by the laws of the State of  
13 California.

14          5.       The Parties waive their right to move to set aside the Judgment through any  
15 collateral attack, and further waive their right to appeal from the Judgment. Nothing herein shall  
16 waive any right to appeal from any decision in connection with a future effort to enforce the  
17 Judgment.

18          6.       The People may submit the Judgment to any judge or commissioner of the Court  
19 for approval and signature, including during the Court's ex parte calendar or on any other ex parte  
20 basis. Defendants waive their right to any personal notice of any such ex parte submission of the  
21 Judgment to the Court.

22          7.       The Parties are represented by counsel and have agreed on a basis for settlement of  
23 the matters alleged in the People's Complaint. The Parties agree to entry of the Judgment without  
24 the need for trial, discovery in this action, or adjudication of any issue of law or fact. Each party  
25 and signatory to this stipulation represents that it freely and voluntarily enters into this judgment  
26 without any degree of duress or compulsion. Defendants acknowledge that they are able to abide  
27 by the provisions of the Judgment. Defendants further acknowledge that a violation of the  
28 Judgment may result in additional relief under Business & Professions Code section 17207.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 3/3/2023

Brown Rudnick LLP



JOEL MILIBAND  
*Attorney for Defendants*

Dated: 2/21/23



MICHAEL HENTGES  
*Defendant*

Dated: \_\_\_\_\_

CHRIS WHITNEY  
*Defendant on behalf of himself and  
Alliance for Shared Health, Inc.*

Dated: \_\_\_\_\_

ADELLE BROWN  
*Defendant*

Dated: \_\_\_\_\_

CURTIS ANDERSON  
*Defendant*

Dated: \_\_\_\_\_

B. RONNELL NOLAN  
*Defendant*

Dated: \_\_\_\_\_

COREY DURBIN  
*Defendant, on behalf of himself and  
Christian Discount Alliance, LLC dba  
Shared Health Alliance*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: \_\_\_\_\_

Brown Rudnick LLP

JOEL MILIBAND  
*Attorney for Defendants*

Dated: \_\_\_\_\_

MICHAEL HENTGES  
*Defendant*

Dated: 2/21/2023



CHRIS WHITNEY  
*Defendant on behalf of himself and  
Alliance for Shared Health, Inc.*

Dated: 2/21/2023



ADELLE BROWN  
*Defendant*

Dated: \_\_\_\_\_

CURTIS ANDERSON  
*Defendant*

Dated: \_\_\_\_\_

B. RONNELL NOLAN  
*Defendant*

Dated: \_\_\_\_\_

COREY DURBIN  
*Defendant, on behalf of himself and  
Christian Discount Alliance, LLC dba  
Shared Health Alliance*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Brown Rudnick LLP**

Dated: \_\_\_\_\_

JOEL MILIBAND  
*Attorney for Defendants*

Dated: \_\_\_\_\_

MICHAEL HENTGES  
*Defendant*

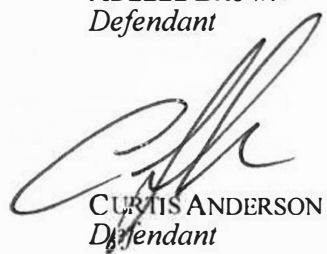
Dated: \_\_\_\_\_

CHRIS WHITNEY  
*Defendant on behalf of himself and  
Alliance for Shared Health, Inc.*

Dated: \_\_\_\_\_

ADELLE BROWN  
*Defendant*

Dated: 2/22/23



CURTIS ANDERSON  
*Defendant*

Dated: \_\_\_\_\_

B. RONNELL NOLAN  
*Defendant*

Dated: \_\_\_\_\_

COREY DURBIN  
*Defendant, on behalf of himself and  
Christian Discount Alliance, LLC dba  
Shared Health Alliance*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: \_\_\_\_\_

**Brown Rudnick LLP**

**JOEL MILIBAND**  
*Attorney for Defendants*

Dated: \_\_\_\_\_

**MICHAEL HENTGES**  
*Defendant*

Dated: \_\_\_\_\_

**CHRIS WHITNEY**  
*Defendant on behalf of himself and Alliance for Shared Health, Inc.*

Dated: \_\_\_\_\_

**ADELLE BROWN**  
*Defendant*

Dated: \_\_\_\_\_

**CURTIS ANDERSON**  
*Defendant*

Dated: 3/2/23



**B. RONNELL NOLAN**  
*Defendant*

Dated: \_\_\_\_\_

**COREY DURBIN**  
*Defendant, on behalf of himself and Christian Discount Alliance, LLC dba Shared Health Alliance*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: \_\_\_\_\_

Brown Rudnick LLP

JOEL MILIBAND  
*Attorney for Defendants*

Dated: \_\_\_\_\_

MICHAEL HENTGES  
*Defendant*

Dated: \_\_\_\_\_

CHRIS WHITNEY  
*Defendant on behalf of himself and  
Alliance for Shared Health, Inc.*

Dated: \_\_\_\_\_

ADELLE BROWN  
*Defendant*

Dated: \_\_\_\_\_

CURTIS ANDERSON  
*Defendant*

Dated: \_\_\_\_\_

B. RONNELL NOLAN  
*Defendant*

Dated: 2/21/2023



COREY DURBIN  
*Defendant, on behalf of himself and  
Christian Discount Alliance, LLC dba  
Shared Health Alliance*



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 2/21/2023



JOHN LEWIS  
*Defendant*

# EXHIBIT A

1 ROB BONTA  
Attorney General of California  
2 RENU R. GEORGE  
Senior Assistant Attorney General  
3 KATHLEEN BOERGERS (SBN 213530)  
Supervising Deputy Attorney General  
4 ARI DYBNIS (SBN 272767)  
ANNA MOLANDER (SBN 217794)  
5 STEPHANIE T. YU (SBN 294405)  
Deputy Attorneys General  
6 300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
7 Telephone: (213) 269-6664  
Fax: (916) 731-3652  
8 E-mail: Ari.Dybnis@doj.ca.gov  
*Attorneys for Plaintiff,*  
9 *the People of the State of California*

10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12  
13 FOR THE COUNTY OF ALAMEDA

14  
15 **THE PEOPLE OF THE STATE OF CALIFORNIA,**  
16 **Plaintiffs,**  
17 v.  
18 **ALLIANCE FOR SHARED HEALTH, INC., ET AL.**  
19 **Defendants.**

**Case No.**  
**[PROPOSED] FINAL**  
**JUDGMENT AND**  
**PERMANENT INJUNCTION**

1 Plaintiff, the People of the State of California (“Plaintiff” or “People”), has filed a  
2 Complaint for permanent injunction and other relief in this matter, alleging that Defendants  
3 Alliance for Shared Health, Inc., Christian Discount Alliance, LLC dba Shared Health Alliance,  
4 Michael Hentges, Chris Whitney, Adelle Brown, Curtis Anderson, B. Ronnell Nolan, Corey  
5 Durbin, and John Lewis (collectively, “Defendants”) violated California Business and Professions  
6 Code section 17200 et seq. and 17500 et seq. Plaintiff, by its counsel, and Defendants, appearing  
7 through counsel, have agreed to the entry of this Final Judgment (“Judgment”) by the Court  
8 without the taking of proof and without trial or adjudication of any fact or law, without this  
9 Judgment constituting evidence of or an admission by Defendants regarding any issue of law or  
10 fact alleged in the Complaint, and with all parties having waived their right to appeal. The Court  
11 having considered the matter and good cause appearing states as follows:

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

13 **I. PARTIES AND JURISDICTION**

14 1. This Court has jurisdiction over the subject matter of the People’s Complaint filed  
15 in this action and over Defendants, and is the proper venue for this action.

16 **II. DEFINITIONS**

17 2. For the purposes of this judgment:

18 a. “ASH” means Alliance for Shared Health, Inc.

19 b. “Defendants” means Alliance for Shared Health, Inc., Christian Discount  
20 Alliance, LLC dba Shared Health Alliance, Michael Hentges, Chris Whitney, Adelle Brown,  
21 Curtis Anderson, B. Ronnell Nolan, Corey Durbin, and John Lewis, collectively.

22 c. “Individual Defendants” means Michael Hentges, Chris Whitney, Adelle  
23 Brown, Curtis Anderson, B. Ronnell Nolan, Corey Durbin, and John Lewis, collectively.

24 d. “Health Care Sharing Ministry” means any entity, association, group, or  
25 individual that gathers funds from participants with the stated purpose of paying participant  
26 medical costs, of any kind. This includes but is not limited to, any entity that meets, or purports to  
27 meet, the requirements of Government Code, section 100705 and/or 26 U.S.C. §  
28 5000A(d)(2)(B)(ii)(I)-(V) and is not limited to formally incorporated entities.

1 e. “Member” means a current or former member of an Alliance for Shared  
2 Health, Inc. plan that resided in California during the period of their membership.

3 f. “Plaintiff” or “People” means Plaintiff the People of the State of  
4 California.

5 g. “SHA” means Christian Discount Alliance, LLC dba Shared Health  
6 Alliance.

7 **III. COMPLIANCE PROVISIONS**

8 3. Pursuant to California Business and Professions Code sections 17203 and 17535,  
9 the Defendants ASH and SHA (including any assignees and successors) and, to the extent acting  
10 on behalf of ASH or SHA (or any successor or assignee), any officers, directors, shareholders,  
11 employees, representatives (other than legal counsel), affiliates, parents, subsidiaries, operating  
12 companies, or other affiliated entities that are working under contract to provide any type of  
13 services to ASH or SHA subsequent to their entering into this agreement, are hereby permanently  
14 enjoined and restrained from engaging, directly or indirectly, in the following acts or practices:

15 a. Engaging in any marketing, sales, or operations, commercial or otherwise,  
16 in California or aimed at any California resident, presently or at any time in the future.

17 b. Transferring any assets, liability, membership, or operations without  
18 conditioning the transfer upon an agreement that the receiving/successor entity or entities will  
19 refrain from conducting any Health Care Sharing Ministry services in California, or services for  
20 any person or entity conducting health care sharing ministry services in California, and will cease  
21 any such services in which it or they are already engaged.

22 c. Engaging in any acts or practices that violate California Business and  
23 Professions Code sections 17200 or 17500.

24 4. Notwithstanding the requirements of Paragraph 3, subpart (c), efforts that ASH  
25 and SHA take to wind down existing California membership plans, including the receipt, review  
26 and processing of California member requests for payment of medical costs incurred prior to  
27 January 1, 2023, does not violate the terms of this agreement as long as such efforts are made  
28 prior to May 31, 2023.



1 people.

2 i. Claims Administrator: The People may employ the services of a  
3 third-party claims administrator (“Restitution Administrator”) to  
4 facilitate the distribution of the Restitution Funds, or any portion  
5 thereof, to Members. Any fees charged by the Restitution  
6 Administrator shall be deducted from the Restitution Funds, i.e.  
7 Defendants are not obligated to separately pay for the services of  
8 the Restitution Administrator. The Restitution Administrator shall  
9 be fully empowered to take reasonable steps to ensure that  
10 payments from the Restitution Funds are made in the manner and  
11 form directed by the People.

12 ii. List of Members: In furtherance of the distribution of the  
13 Restitution Funds, Defendants shall within fourteen (14) days from  
14 the date of entry of the Judgment, or as otherwise agreed upon by  
15 the Parties in the event of unforeseen events which make adherence  
16 to this deadline impractical or impossible, transmit to the People  
17 and the Restitution Administrator an unredacted list of the name,  
18 address, last known email address (if any), and last known  
19 telephone number (if any), of all Members. This list shall be in a  
20 searchable format and shall include the total amount paid by or on  
21 behalf of each such person and the exact dates of their membership.  
22 Defendants shall cooperate with the People and Claims  
23 administrator to resolve any ambiguity, uncertainty or other issues  
24 that arise as to the list.

25 b. Additional Administrative Costs: At the discretion of the People, and in  
26 addition to any reasonable costs associated with the use of a Restitution  
27 Administrator, the Restitution Fund may also be used to pay for costs  
28 associated with the direction, review, or analysis the People may provide in





1 violations hereof.

2 13. Defendants shall cooperate fully with the California Attorney General's Office in  
3 any investigation concerning compliance with this Judgment.

4 14. Defendants shall pay all court costs and reasonable attorneys' fees associated with  
5 any filings to successfully enforce any provision of this Judgment.

6 15. All notices under this Judgment shall be provided to the following via email and  
7 Overnight mail:

8 a. For the People:  
9 Ari Dybnis, Deputy Attorney General  
10 Office of the Attorney General  
11 300 S. Spring Street, Suite 1702  
12 Los Angeles, CA 90013  
13 Ari.Dybnis@doj.ca.gov

14 b. For all Defendants:  
15 Joel S. Miliband  
16 Brown Rudnick LLP  
17 2211 Michelson Drive, 7th Floor  
18 Irvine, California 92612  
19 jmiliband@brownrudnick.com

20 16. The clerk is ordered to enter this Judgment forthwith.

21 **IT IS SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

22 \_\_\_\_\_  
23 **JUDGE OF THE SUPERIOR COURT**