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*Exempt from Filing Fees
per Gov't. Code § 6103*

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12
13 FOR THE COUNTY OF LOS ANGELES
14

15 **THE PEOPLE OF THE STATE OF CALIFORNIA,**

16 Plaintiff,

17 v.

18 **THE ALIERA COMPANIES, INC., ET AL.**

19 Defendants.
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Case No. 22STCV01293

**STIPULATION FOR ENTRY
OF FINAL JUDGMENT AND
PERMANENT INJUNCTION
AS TO DEFENDANTS THE
ALIERA COMPANIES, INC.,
ENSURIAN AGENCY, LLC,
TACTIC EDGE SOLUTIONS,
LLC, ADVEVO, LLC, USA
BENEFITS &
ADMINISTRATORS, LLC**

**EXHIBIT A [PROPOSED]
FINAL JUDGMENT AS TO
DEFENDANTS THE ALIERA
COMPANIES, INC.,
ENSURIAN AGENCY, LLC,
TACTIC EDGE SOLUTIONS,
LLC, ADVEVO, LLC, USA
BENEFITS &
ADMINISTRATORS, LLC**

1 Plaintiff, the People of the State of California (“Plaintiff” or “People”), appearing through
2 its attorney, Rob Bonta, Attorney General of the State of California, by Supervising Deputy
3 Attorney Kathleen Boergers and Deputy Attorneys General Ari Dybnis, Anna Molander, and
4 Stephanie Yu, and Defendants The Alieria Companies, Inc., Ensurian Agency, LLC, Advevo,
5 LLC, Tactic Edge Solutions, LLC, and USA Benefits & Administrators, LLC (collectively
6 “Alieria” or “Defendants”), appearing through counsel, (collectively, the “Parties”) stipulate as
7 follows:

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

12 2. The People filed its Complaint in the matter on January 12, 2022, alleging that
13 Defendant, and others, committed violations of Business and Professions Code section 17200,
14 among other statutes.

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

17 4. The terms of this Judgment shall be governed by the laws of the State of
18 California.

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

23 6. The People may submit the Judgment to any judge or commissioner of the Court
24 for approval and signature, including during the Court’s ex parte calendar or on any other ex parte
25 basis. Defendants waive their right to any personal notice of any such ex parte submission of the
26 Judgment to the Court.

27 7. The Parties are represented by counsel and have agreed on a basis for settlement of
28 the matters alleged in the People’s Complaint. The Parties agree to entry of the Judgment without

1 the need for trial, discovery in this action, or adjudication of any issue of law or fact. Each party
2 and signatory to this stipulation represents that it freely and voluntarily enters into this judgment
3 without any degree of duress or compulsion. Defendants acknowledge that they are able to abide
4 by the provisions of the Judgment. Defendants further acknowledge that a violation of the
5 Judgment may result in additional relief under Business & Professions Code section 17207.

6 8. The Parties agree and acknowledge that the Judgment does not constitute an
7 approval by the Attorney General of any of Defendants' business practices. Further, none of the
8 Defendants, nor anyone acting on any of their behalf, shall state or imply, or cause to be stated or
9 implied, that the California Attorney General or any other governmental unit of California has
10 approved, sanctioned, or authorized any practice, act, advertisement or conduct by Defendants.

11 9. Defendants will accept service of any Notice of Entry of Judgment entered in this
12 action by email and agree that email delivery of the Notice of Entry of Judgment will be deemed
13 personal service upon Defendants for all purposes.

14 10. Undersigned counsel for the People represents and warrants that he or she is fully
15 authorized to execute this Judgment on behalf of the People. Undersigned counsel for the
16 Defendants represents and warrants that he or she is fully authorized to execute this Judgment on
17 behalf of each and every one of the Defendants.

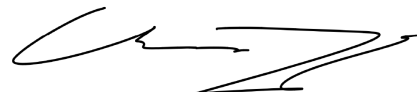
18 11. This Judgment shall take effect immediately upon the entry thereof.

19 12. This Stipulation may be executed in counterparts, and the Parties agree that a
20 facsimile or scanned signature shall have the same force and effect as an original signature.

21 Dated: October 15, 2025

22 Respectfully Submitted,

23 ROB BONTA
24 Attorney General of California

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26 BY: ARI DYBNIS
27 Deputy Attorney General
28 *Attorney for Plaintiff*

1 Dated: 9/25/25

GREENBERG TRAURIG, LLP

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4 HOWARD J. STEINBERG
5 *Attorney for Defendants and on behalf of*
6 *Defendants The Alier Companies, Inc.,*
7 *Ensurian Agency, LLC, Advevo, LLC,*
8 *Tactic Edge Solutions, LLC, and USA*
9 *Benefits & Administrators, LLC*

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

THE ALIERA COMPANIES, INC., ET AL.

Defendants.

Case No. 22STCV01293

**[PROPOSED] FINAL
JUDGMENT AND
PERMANENT INJUNCTION
AS TO DEFENDANTS THE
ALIERA COMPANIES, INC.,
ENSURIAN AGENCY, LLC,
TACTIC EDGE SOLUTIONS,
LLC, ADVEVO, LLC, USA
BENEFITS &
ADMINISTRATORS, LLC**

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 The
3 Alieria Companies, Inc., Ensurian Agency, LLC, Advevo, LLC, Tactic Edge Solutions, LLC, and
4 USA Benefits & Administrators, LLC (collectively “Alieria” or “Defendants”), among others,
5 violated California Business and Professions Code section 17200 et seq. and 17500 et seq.
6 Plaintiff, by its counsel, and Defendants, appearing through counsel, have agreed to the entry of
7 this Final Judgment (“Judgment”) by the Court without the taking of proof and without trial or
8 adjudication of any fact or law and with all parties having waived their right to appeal. The Court
9 having considered the matter and good cause appearing states as follows:

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

11 **I. PARTIES AND JURISDICTION**

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

14 **II. DEFINITIONS**

15 2. For the purposes of this judgment:

16 a. “Alieria” and “Defendants” mean The Alieria Companies, Inc. formerly
17 known as Alieria Healthshare, Inc. and all subsidiaries, including Ensurian Agency, LLC, Advevo,
18 LLC, Tactic Edge Solutions, LLC, and USA Benefits & Administrators, LLC.

19 b. “Alieria Bankruptcy” means Defendants’ Chapter 11 bankruptcy action in
20 the United States Bankruptcy Court for the District of Delaware, case number 21-11548-TMH.

21 c. “Bankruptcy Plan” means the Combined Disclosure Statement and Plan of
22 Liquidation Filed Jointly by the Debtors and the Official Committee of Unsecured Creditors filed
23 on May 15, 2023 in the Alieria Bankruptcy, docket number 454.

24 d. “Member” means a current or former member of a health plan that Alieria
25 sold and/or operated and who resided in California during the period of their membership.

26 e. “Plaintiff” or “People” means Plaintiff the People of the State of
27 California.

28 f. “Non-settling Defendants” means all defendants in the instant action who

are not parties to this Judgment or subject to a previously entered judgment in the instant action. This includes but is not limited to Defendants Shelley Steele, Timothy C. Moses, Chase Moses, First Call Telemedicine, LLC, and Sharity Ministries, Inc.

III. COMPLIANCE PROVISIONS

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

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

b. Engaging in any acts or practices that violate California Business and Professions Code sections 17200, et seq., or 17500, set seq.

IV. CIVIL PENALTIES

4. Pursuant to California Business & Professions Code sections 17206 and 17536, Defendants shall pay civil penalties (Civil Penalties) in the total amount \$22,000,000.00 (twenty-two million) dollars.

5. The obligation to provide payment of the Civil Penalties shall be treated as an Allowed Class 5 claim pursuant to section 5.2.4 of the Alera Bankruptcy Plan.

VI. GENERAL PROVISIONS

6. Jurisdiction is retained for the purpose of enabling any party to this Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the construction or carrying out of the Judgment, for the modification of any of the provisions thereof, for the enforcement of compliance herewith, or for the punishment of violations hereof.

7. Defendants shall cooperate fully with the California Attorney General's Office in

any investigation concerning compliance with this Judgment.

8. Nothing in this Judgment shall be construed as resolving any causes of action that the Plaintiff has brought, or which it could bring, against any of the Non-Settling Defendants.

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

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

b. For all Defendants:
Howard J. Steinberg
Greenberg Traurig, LLP
1840 Century Park East
Suite 1900
Los Angeles, CA 90067
Steinbergh@gtlaw.com

10. The clerk is ordered to enter this Judgment forthwith.

IT IS SO ORDERED, this _____ day of _____, 2025.

JUDGE OF THE SUPERIOR COURT

DECLARATION OF SERVICE BY E-MAIL

Case Name: People v. The Alieria Companies, Inc. et al
Case Number: 22STCV01293
Party Represented: People of the State of California

Declaration of Electronic Service

1. I am at least 18 years of age and not a party to this matter.
2. I am employed in the Office of the Attorney General of the State of California. My business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013-1230, County of Los Angeles.
3. My electronic service address is Lenee.Pandino@doj.ca.gov.
4. On October 16, 2025, I electronically served the following document[s]:
 - **STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION AS TO DEFENDANTS THE ALIERA COMPANIES, INC., ENSURIAN AGENCY, LLC, TACTIC EDGE SOLUTIONS, LLC, ADVEVO, LLC, USA BENEFITS & ADMINISTRATORS, LLC**
 - **EXHIBIT A [PROPOSED] FINAL JUDGMENT AS TO DEFENDANTS THE ALIERA COMPANIES, INC., ENSURIAN AGENCY, LLC, TACTIC EDGE SOLUTIONS, LLC, ADVEVO, LLC, USA BENEFITS & ADMINISTRATORS, LLC**
5. I electronically served the aforementioned document[s] by emailing them to the following individual[s]:

Howard J. Steinberg
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Attorney for Defendants
Shelley Steele
Timothy Candace Moses
Chase Moses
First Call Telemedicine, Inc.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct, and that this declaration was executed on October 16, 2025.

Lenee Pandino
Declarant

Lenee Pandino
Signature