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9 *Attorneys for Plaintiff,  
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*Exempt from Filing Fees  
per Gov't. Code § 6103*

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 **SHARITY MINISTRIES, INC.**

19 Defendant.  
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**Case No. 22STCV01293**

**STIPULATION FOR ENTRY  
OF FINAL JUDGMENT AND  
PERMANENT INJUNCTION  
AS TO DEFENDANT SHARITY  
MINISTRIES, INC.**

**EXHIBIT A [PROPOSED]  
FINAL JUDGMENT AS TO  
DEFENDANT SHARITY  
MINISTRIES, INC.**

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 Defendant Sharity Ministries, Inc. (“Sharity” or “Defendant”), appearing  
5 through counsel, (collectively, the “Parties”) stipulate as follows:

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

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

13 3. This Court has jurisdiction over the subject matter of this action and the  
14 Defendant; venue is proper in this County; and this Court has jurisdiction to enter this Judgment.

15 4. The terms of this Judgment shall be governed by the laws of the State of  
16 California.

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

21 6. The People may submit the Judgment to any judge or commissioner of the Court  
22 for approval and signature, including during the Court’s ex parte calendar or on any other ex parte  
23 basis. Defendant waives its right to any personal notice of any such ex parte submission of the  
24 Judgment to the Court.

25 7. The Parties are represented by counsel and have agreed on a basis for settlement of  
26 the matters alleged in the People’s Complaint. The Parties agree to entry of the Judgment without  
27 the need for trial, discovery in this action, or adjudication of any issue of law or fact. Each party  
28 and signatory to this stipulation represents that it freely and voluntarily enters into this judgment

1 without any degree of duress or compulsion. Defendant acknowledges that it is able to abide by  
2 the provisions of the Judgment. Defendant further acknowledges that a violation of the Judgment  
3 may result in additional relief under Business & Professions Code section 17207.

4 8. The Parties agree and acknowledge that the Judgment does not constitute an  
5 approval by the Attorney General of any of Defendants' business practices. Further, neither  
6 Defendant nor anyone acting on its behalf, shall state or imply, or cause to be stated or implied,  
7 that the California Attorney General or any other governmental unit of California has approved,  
8 sanctioned, or authorized any practice, act, advertisement or conduct by Defendant.

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

12 10. Undersigned counsel for the People represents and warrants that they are fully  
13 authorized to execute this Judgment on behalf of the People. Undersigned counsel for the  
14 Defendant represents and warrants that they are fully authorized to execute this Judgment on  
15 behalf of the Defendant.

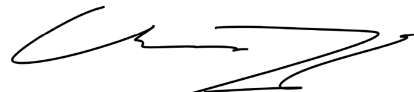
16 11. This Judgment shall take effect immediately upon the entry thereof.

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

19 Dated: October 15, 2025

20 Respectfully Submitted,

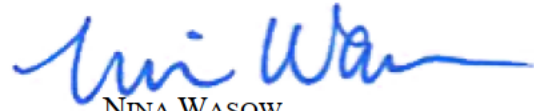
21 ROB BONTA  
22 Attorney General of California

23 

24 BY: ARI DYBNIS  
25 Deputy Attorney General  
26 *Attorney for Plaintiff*  
27  
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1 Dated: August 26, 2025

FEINBERG, JACKSON, WORTHMAN  
& WASOW LLP

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4 NINA WASOW  
5 *Attorney for Defendant*

# 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.  
  
**SHARITY MINISTRIES, INC.**  
  
Defendant.

**Case No. 22STCV01293**  
  
**[PROPOSED] FINAL  
JUDGMENT AND  
PERMANENT INJUNCTION  
AS TO DEFENDANT SHARITY  
MINISTRIES, INC.**

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 Defendant  
3 Sharity Ministries, Inc. (“Sharity” or “Defendant”), among others, violated California Business  
4 and Professions Code section 17200 et seq. and 17500 et seq. Plaintiff, by its counsel, and  
5 Defendant, appearing through counsel, have agreed to the entry of this Final Judgment  
6 (“Judgment”) by the Court without the taking of proof and without trial or adjudication of any  
7 fact or law and with all parties having waived their right to appeal. The Court having considered  
8 the matter and good cause appearing states as follows:

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

10 **I. PARTIES AND JURISDICTION**

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

13 **II. DEFINITIONS**

14 2. For the purposes of this Judgment:

15 a. “Sharity” and “Defendant” mean Sharity Ministries, Inc.

16 b. “Sharity Bankruptcy” means Defendant’s Chapter 11 bankruptcy action in  
17 the United States Bankruptcy Court for the District of Delaware, case number 21-11001-TMH.

18 c. “Bankruptcy Plan” means the Combined Disclosure Statement and Plan of  
19 Liquidation Filed Jointly by the Debtors and the Official Committee of Unsecured Creditors filed  
20 on December 31, 2021 in the Sharity Bankruptcy, docket number 363.

21 d. “Plaintiff” or “People” means Plaintiff the People of the State of  
22 California.

23 e. “Non-settling Defendants” means all defendants in the instant action who  
24 are not parties to this Judgment or subject to a previously entered judgment in the instant action.  
25 This includes but is not limited to Defendants Shelley Steele, Timothy C. Moses, Chase Moses,  
26 and First Call Telemedicine, LLC.

27 **III. COMPLIANCE PROVISIONS**

28 3. Pursuant to California Business and Professions Code sections 17203 and 17535,

1 the Defendant (including any assignees and successors) and, to the extent acting on behalf of  
2 Defendant (or any successor or assignee), any officers, directors, shareholders, employees,  
3 representatives (other than legal counsel), affiliates, parents, subsidiaries, operating companies, or  
4 other affiliated entities that are working under contract to provide any type of services to  
5 Defendant subsequent to it entering into this agreement, is hereby permanently enjoined and  
6 restrained from engaging, directly or indirectly, in the following acts or practices:

7 a. Engaging in any health care sharing ministry (“HCSM”) marketing, sales,  
8 or other HCSM operations in California or aimed at any California resident, presently or at any  
9 time in the future.

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

#### 12 **IV. CIVIL PENALTIES**

13 4. Defendant is hereby ordered, pursuant to California Business & Professions Code  
14 sections 17206 and 17536, to pay civil penalties (Civil Penalties) in the total amount  
15 \$12,000,000.00 (twelve million) dollars.

16 5. The obligation to provide payment of the Civil Penalties shall be treated as an  
17 Allowed Class 5 claim pursuant to section VII.A.5 of the Sharity Bankruptcy Plan.

#### 18 **V. GENERAL PROVISIONS**

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

24 7. Defendant shall cooperate fully with the California Attorney General’s Office in  
25 any investigation concerning compliance with this Judgment.

26 8. Defendant shall pay all court costs and reasonable attorneys’ fees associated with  
27 any filings to successfully enforce any provision of this Judgment.

28 9. Nothing in this Judgment shall be construed as resolving any causes of action that



1 the Plaintiff has brought, or which it could bring, against any of the Non-Settling Defendants.

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

- 4 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
- 5  
6  
7
- 8 b. For Defendant:  
Nina Wasow  
Feinberg, Jackson, Worthman & Wasow LLP  
2030 Addison Street, Suite 500  
Berkeley, CA 94704  
nina@feinbergjackson.com
- 9  
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12 11. The clerk is ordered to enter this Judgment forthwith.

13 **IT IS SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**JUDGE OF THE SUPERIOR COURT**

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## **DECLARATION OF SERVICE BY E-MAIL**

**Case Name:** People v. The Alier Companies, Inc. et al

**Case Number:** 22STCV01293

**Party Represented:** People of the State of the 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 [Lenae.Pandino@doj.ca.gov](mailto:Lenae.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 DEFENDANT SHARITY MINISTRIES, INC.**
  - **EXHIBIT A [PROPOSED] FINAL JUDGMENT AS TO DEFENDANT SHARITY MINISTRIES, INC.**
5. I electronically served the aforementioned document[s] by emailing them to the following individual[s]:

Howard J. Steinberg  
GREENBERG TRAURIG, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067  
Telephone: 310-586-7700  
Facsimile: 310-586-7800  
**Email:** [steinbergh@gtlaw.com](mailto:steinbergh@gtlaw.com)  
*Attorney for Alier Companies, Inc.,  
Ensurian Agency, LLC,  
Tactic Edge Solutions, LLC,  
Advevo LLC, and USA Benefits &  
Administrator LLC*

Nina Wasow  
FEINBERG, JACKSON, WORTHMAN & WASOW LLP  
2030 Addison Street, Suite 500  
Berkeley, CA 94704  
**Email:** nina@feinbergjackson.com  
*Attorney for Defendant*  
*Sharity Ministries, Inc.*

Michael G. Freedman, Esq.  
THE FREEDMAN FIRM PC  
10100 Santa Monica Blvd., Suite 300  
Los Angeles, CA 90067  
**Email:** Michael@thefreedmanfirm.com  
*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