

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
LEXINGTON DIVISION**

HANNA ALBINA and AUSTIN WILLARD,
individually and on behalf of others similarly
situated,

Plaintiffs,

vs.

THE ALIERA COMPANIES, INC.,
TRINITY HEALTHSHARE, INC., and
ONESHARE HEALTH, LLC d/b/a UNITY
HEALTHSHARE, LLC,

Defendants.

Case No.: 5:20-CV-00496-JMH

ELECTRONICALLY FILED

**MEMORANDUM IN SUPPORT OF PLAINTIFFS’ MOTION
TO LIFT STAY, DENY ALL PENDING MOTIONS,
AND ENTER DEFAULT JUDGMENT,
AS TO THE ALIERA COMPANIES, INC.**

* * * * *

COME the Plaintiffs, by counsel, on behalf of themselves and the class they seek to represent, and submits this memorandum in support of their motion to lift the stay as to Defendant The Alieria Companies, Inc. (“Alieria”), deny Alieria’s pending motions to compel arbitration and/or dismiss claims, direct the entry of a default, and after the seven-day notice period has expired, enter default judgment against Alieria.

INTRODUCTION

Since the parties were last before this Court, the circumstances have drastically changed. In an August 10, 2021, Order of this Court, the matter was stayed pending the resolution of the bankruptcy proceedings concerning Defendant Trinity Healthshare, Inc. (“Trinity,” now known as “Sharity”). [DE 61, at 6.] At the time, Trinity had represented that it would seek

reorganization under the expedited procedures of Subchapter V of Chapter 11 of the bankruptcy code, and Alieria argued that a stay would be harmless because Trinity would file its reorganization plan within 90 days of the order for relief. [D.E. 60, at 2.] That has now changed. Instead of proceeding through Chapter 11 reorganization bankruptcy, Trinity has announced that it will not emerge from bankruptcy, but will instead liquidate.

In seeking the stay, Defendant Alieria argued that the stay was necessary because the two companies were inextricably intertwined and Alieria would continue its operations upon the reorganization of Trinity. That too has changed. Alieria has now filed a Deed of Assignment for Benefit of Creditors (“Alieria ABC”), which is a procedure under Georgia law for the dissolution of companies, and Alieria has begun winding up its business as well. [Exh. A.] Because there will be no continued operations of either Trinity or Alieria, this Court should lift the stay afforded by 11 U.S.C. § 362 as to Alieria to provide Plaintiffs an opportunity to serve as creditors in the Alieria ABC process. Quick action by this Court is necessary in order to allow the Plaintiffs to meaningfully participate in the idiosyncratic Assignment for Benefit of Creditors procedure under Georgia law.

Defendant Alieria now also appears before this Court unrepresented, and the time this Court allowed Alieria to obtain new counsel expired on November 3. Sixth Circuit caselaw has long held that a corporation may only appear before the federal courts through counsel. In the absence of such counsel, the Court may enter default judgment in favor of the Plaintiffs and the class for which Plaintiffs simultaneously seek certification. This Court granted Burr & Forman’s motion to withdraw as counsel on October 4, 2021. [DE 63.] The Court provided Alieria with adequate time—30 days—to obtain new counsel, which Alieria has failed to do. [Decl. of Jerome Prather ¶ 3.] Thus, Alieria cannot appear before this Court to defend its position on its pending

“motion to dismiss, or alternatively, to compel arbitration.” [DE 33.] Plaintiffs’ position as to the arbitration and dismissal remains the same as stated in their consolidated opposition brief to Defendants’ motions to compel arbitration and/or dismiss claims. [DE 43.] Therefore, the Court should deny Alieria’s pending “motion to dismiss, or alternatively, to compel arbitration.” [D.E. 33.] Then, because Alieria has not filed an Answer to Plaintiffs’ Complaint and cannot now do so without counsel, the Court should enter a default judgment against Alieria.

FACTS

A. Background.

Plaintiffs Hanna Albina and Austin Willard, and the class of others they seek to represent, were enrollees in the sham health insurance plan known as AlieriaCare created by Defendants Alieria and Trinity. Alieria purported that the product sold to Plaintiffs and their families was a recognized health care sharing ministry (“HCSM”) and was not governed by federal or state insurance laws. This was wrong, and Alieria knew it. The products Alieria sold to Plaintiffs and the purported class members did not comply with the federal requirements for HCSMs, so it did not qualify as an HCSM for purposes of federal law, including the exemption from the so-called “individual mandate” under the Affordable Care Act. An entity qualifies as an HCSM only if it has “been in existence at all times since December 31, 1999” and if medical expenses of its members had been “shared continuously and without interruption since at least December 31, 1999.” 26 U.S.C. § 5000A(d)(2)(B)(ii). Trinity was created on June 27, 2018 [Exh. B], and has never been recognized as an HCSM.

Nevertheless, Alieria and Trinity marketed and sold their product to unsuspecting customers—like the Plaintiffs here—who were made to believe from representations by Alieria and/or Trinity that they were purchasing membership in an HCSM that was the functional

equivalent of health insurance. [DE 43-2, Albina Decl. ¶¶ 3, 9; DE 43-3, Willard Decl. ¶¶ 3, 4.] Completely ignoring the many federal and state laws designed to protect consumers from fraudsters, Alera sold insurance under the guise of an HCSM and, now, Plaintiffs are the victims of the fraudulent practices of Alera and Trinity. While Plaintiffs, and the class of many others they seek to represent, paid premiums month after month, those monies were deposited into the pockets of Alera and its owners for “administrative fees” and brokers’ commissions, while less than one-third of the amount paid by the members actually went toward their health claims. [Exh. C, Luria Decl. ¶ 13(iii).] Pursuant to KRS 304.17A-095(6)(a)(5)(a), Kentucky law requires that 65% of individual’s premiums must be used to pay their claims; the ACA requires an 80% medical loss ratio for individual policies, per 42 U.S.C. § 300gg-18(b)(1)(A)(ii).

In fact, the amount of money earmarked for the payment of members’ health claims would have never been enough to cover them. Most of Plaintiffs’ health claims were denied. But that was all part of the chicanery: Alera promised a service, members paid monthly premiums (of which Alera actually received approximately 60% of the total amount paid [Exh. C., Luria decl. ¶ 13(i)], money that was therefore not available for payment of members’ medical claims), Alera denied coverage, the members were left with mounting bills for medical services, and Alera and its shareholders were profiting all the while.

On July 8, 2021, Trinity—which has now changed its name to Sharity Ministries, Inc.—filed bankruptcy. It originally stated its intention to reorganize under Chapter 11, but now will liquidate. [Exh. C, Luria Decl. ¶ 6.] Trinity lacks sufficient funds to pay its members’ outstanding medical bills. On October 11, 2021, the Alera ABC was recorded in Georgia to wind up Alera’s business. Burr & Forman has withdrawn as Alera’s counsel, and no other counsel has appeared. Plaintiffs’ only remaining remedies to allow collection of funds owed to

Trinity members or Alera customers now lie in either the bankruptcy proceedings against Trinity or in the Alera ABC process. In order to proceed meaningfully in the Alera ABC process, Plaintiffs must have a liquidated judgment before the short limitations period for which creditors can make claims under the Alera ABC process runs. That claims barred date is set to expire on January 11, 2022. [Exh. A.]

Therefore, Plaintiffs respectfully request this Court to grant its motion for default judgment against Alera so that it may pursue its claims as a liquidated creditor in the Alera ABC process.

B. Alera was founded by the spouse of a convicted felon and sold insurance policies it marketed as HCSM plans.

Alera was founded by Shelley Steele, the wife of Timothy Moses, on December 18, 2015, in Delaware. [Exh. D.] Timothy Moses is no stranger to fraud; he was convicted of felony securities fraud and perjury in the case of *United States v. Moses*, 219 F. App'x 847 (11th Cir. 2017) (affirming the conviction), and was sentenced to over six years in prison. After serving his prison sentence, he misled his probation officer about new lines of credit and bank account information, leading to the revocation of his supervised release. [Exh. E, at 22-23, 25-26.] Then, approximately six months after his term of post-incarceration supervised release had ended, Alera was created. Originally organized “to engage in the business of providing all models of Health Care to the general public,” Alera later amended its articles and broadened its purpose to “engage in any lawful act or activity for which corporations may be organized.” [Exh. D, at 3; Exh. F, at 2.] It has fallen far short of its expressed business purpose.

Timothy Moses, acting as an Executive Director of Alera, approached Anabaptist Healthshare, a small non-profit HCSM, and convinced them to allow Alera to market HCSM plans through a subsidiary created by Anabaptist, known as Unity Healthshare. [Exh. G, ¶¶ 18-

24; Exh. H, ¶¶ 20-27 & its attached Exhibits A and B.] Anabaptist agreed, but when it later found out that Timothy Moses had misappropriated Unity funds, it terminated the agreement on August 10, 2018. Aliera Healthshare, Inc. v. Anabaptist Healthshare, 844 S.E.2d 268, 274 (Ga. Ct. App. 2020); see also Exh. G, at ¶ 71.

To continue perpetuating its fraud, Alieria created Trinity Healthshare, Inc., a Delaware nonprofit entity, on June 27, 2018. [Exh. B.] Trinity originally only had two employees: close friend and former employee of the Moses family, William (“Rip”) Thead, and Rip’s brother. [Exh. I, at 7, 33.] Trinity filed for 501(c)(3) tax exempt nonprofit entity status and identified as a “newly formed entity,” and not as the successor to another organization. [Exh. J, at 1, 18.] Alieria and Trinity entered into a Management and Administration Agreement in August 2018 whereby Trinity delegated to Alieria the exclusive right to design, market, enroll, administer, and prepare financial tax statements for the joint Alieria/Trinity healthcare plans. [Exh. K § 1.] Pursuant to the management agreement, all member payments were to be made directly to a bank account in Alieria’s name. *Id.* § 3.c. Alieria was to retain 65% of the total member payments for the type of plans purchased by Plaintiffs, and of the remaining 35% allotted to Trinity, only 15.5% of the members’ premium payments) would be used to pay the members’ health claims. *Id.* Exh. B to the management agreement. In practice according to the restructuring officer appointed by the bankruptcy court, Alieria actually received 58%-60% of the total amounts paid by members, while only 30-32 was put in the fund to reimburse members’ medical expenses. [Exh. C., Luria decl. ¶ 13] In 2019 alone, Trinity paid Alieria a striking \$32,138,105.00 for a “variety of management services.” [Exh. L, at 31.]

C. Plaintiffs purchased healthcare plans under the Unity name and the plans were later transferred to Trinity-based plans.

Hanna Albina and Austin Willard purchased an AlierCare plan during the proposed class period. [DE 43-2 ¶3; DE 43-3 ¶4.] The AlierCare plans were advertised to provide coverage like the coverage provided by health insurance, which “allow[s] members to achieve comparable cost assurances for catastrophic healthcare services (including preventative care and immediate access to doctors through office visits, urgent care, and telemedicine) at a much lower cost” [Exh. M, at 22.]

On July 19, 2018, Plaintiff Hanna Albina enrolled himself and his family (his wife, their two children, and his wife’s son) in an AlierCare Plus healthcare plan that included Unity Healthshare hospitalization coverage. At the time he applied for membership, he paid a total of \$732.72, representing a \$100 one-time application fee and \$632.72 for the first month’s premium. [DE 43-2, Albina Decl. ¶ 9.] An insurance agent first recommended coverage from a different HCSM to him because it would save his family money while offering a nationwide network of physicians. But Mr. Albina was put off by that other plan’s requirement that his minister certify specific information about the family’s religious practices. The insurance agent then recommended an AlierCare plan instead, because of its lack of any specific statement of religious beliefs. *Id.* ¶ 3. The AlierCare/Unity plan did not require that he attest to a particular faith or denomination. *Id.* Before he enrolled, he was provided a “sell sheet” outlining the available AlierCare healthcare plans and the benefits provided under each plan for in-network providers, along with their relative cost. *Id.* ¶ 4. It was important to Mr. Albina that AlierCare promised a nationwide network of health care providers, and he and his wife verified with AlierCare that the medical providers his family used were “in network.” *Id.* ¶ 6. On or about April 26, 2019, AlierCare sent an email to Mr. Albina stating that it was no longer selling AlierCare plans with a

Unity “component,” but that it had “a new Alieria plan available through our alliance with Trinity HealthShare that offers the same plan services and benefits.” *Id.* ¶ 13. He also contacted Alieria to inquire about his options, and the Alieria representative gave him the impression that he had no choice but to switch his plan from Unity to Trinity. *Id.* ¶ 14.

Plaintiff Austin Willard’s experience with Alieria has been similar. Mr. Willard started his own company and needed healthcare coverage for himself and his family. [DE 43-3, Willard Decl. ¶ 1.] An insurance agent gave him information about Alieria, and he understood that it would function like traditional health insurance in that medical bills would be submitted directly to Alieria who would pay them directly after a deductible was met. *Id.* ¶ 3. Mr. Willard suffers from a pre-existing neurological condition that he understood would not be eligible for coverage for the first 24 months, but because the Alieria plan was cheaper than an ACA-compliant plan, he signed up for that plan with the knowledge and belief that after the 24-month waiting period, treatment for his condition would be covered. *Id.* ¶¶ 3, 4. Before he enrolled, he received a marketing “sell sheet” from Alieria that listed coverage tiers for various plans and the benefits offered under each tier. *Id.* ¶6. On February 26, 2018, he filled out an application for an AlieriaCare/Unity Premium plan and authorized his bank account to be billed \$756.20—\$125 for the application fee and the remaining \$631.20 for the first month’s premium. *Id.*, Exh. 2. On April 26, 2019, Mr. Willard received an email from Alieria informing him that it was no longer selling his family’s healthcare plan with Unity, but that he could change to an Alieria/Trinity plan with the same benefits as the Alieria/Unity plan. The email informed him that “[m]edical history and historical claims” would “continue to track” after the change. *Id.* ¶7. In March 2020, Mr. Willard’s 24-month waiting period for coverage for his pre-existing condition ended. He submitted bills for treatment of his condition that he incurred after the expiration of the waiting

period, and Alera denied them. *Id.* ¶10. His doctor wrote to explain the necessity of the treatment, and Mr. Willard made multiple calls to Alera, but Alera continued to refuse to pay. *Id.*

D. Trinity has filed for bankruptcy and Alera is winding up its business.

Trinity filed for bankruptcy on July 8, 2021, under its new name, Sharity Ministries, Inc. Sharity filed under Subchapter V of Chapter 11 of the Bankruptcy Code with the original plan to reorganize and continue operating. Subchapter V was “designed to expedite the bankruptcy process for small business debtors to allow them to reorganize quickly, inexpensively, and efficiently....” [DE 61, at 5.] At the time of its filing, Sharity reported assets of \$4.5 million and incorrectly reported debts of \$2.9 million, which ostensibly qualified it to proceed through the more fast-paced bankruptcy process under subchapter V. [See DE 60, at 2; See *In re: Sharity Ministries, Inc.*, Case 21-11001-JTD, Doc. 1, at 14 (Bankr. D. Del.).] A subchapter V bankruptcy is only available to certain businesses with aggregated non-contingent liquidate debts of less than \$7.5 million. *Id.* As a result, this Court entered a stay for all claims pending the resolution of the Sharity bankruptcy. That stay included Plaintiff’s claims against Alera and Unity. However, Sharity’s bankruptcy filing failed to acknowledge the unpaid claims made by its members, which total more than \$300 million. [Exh. N, at 8 & Exh. B.] After the bankruptcy court appointed a members’ committee and directed the Subchapter V Trustee to conduct an investigation of Sharity’s affairs, Sharity withdrew its election to proceed with a reorganization under Subchapter V, and instead formulated a plan of liquidation. See *In re: Sharity Ministries, Inc.*, Case 21-11001-JTD, Doc. 225 (Bankr. D. Del.). As a result, Sharity will not reemerge from the bankruptcy as a reorganized entity. Instead, October 1, 2021, Sharity filed a plan for liquidation and will go out of business. *Id.* at 4; Exh. C, Luria decl. ¶ 6.

Aliera is preparing to go out of business as well. [Exh. A.] On October 11, 2021, it recorded the Aliera ABC, an assignment for the benefit of creditors, which is recognized as an alternative to bankruptcy under Georgia law. *Id.*; Ga. Code. Ann. §§ 18-2-40 to -59. The Aliera ABC permits Aliera to turn over and liquidate its assets through a non-judicially supervised procedure that undermines the fairness to all of Aliera’s creditors. Aliera has assigned its assets to “Asset Recovery Associates Aliera, LLC.” Instead of being controlled by a bankruptcy trustee, Aliera’s own insiders control the distribution of the assets and debts to be paid under the Aliera ABC. Ga. Code Ann. §§ 18-2-40, -42. Furthermore, the Aliera ABC does not prefer secured claims. *Id.* The assignment discloses virtually no liquid assets and substantial debts. The assignment also reveals a \$6.6 million “loan” by Aliera to its shareholders. [Exh. O, at Exhibit B-1.] In order to proceed credibly, claimants of the Aliera ABC should have liquidated judgments and must make claims before a claims barred date of January 11, 2022. [Exh. A.] Thus, in order for Plaintiffs and the class they seek to represent to have a chance of recovery for their claims against Aliera, it is imperative they receive an immediate judgment. Time is of the essence and Plaintiffs respectfully request that the stay is lifted as to Aliera only, and that a default judgment against Aliera be entered promptly.

E. Aliera is unrepresented in this matter.

By the October 4, 2021, Order of this Court, Aliera’s former counsel, Burr & Forman, has withdrawn. [DE 63.] Aliera was given thirty days to obtain substitute counsel, which expired on November 3, 2021. No counsel has made an appearance on Aliera’s behalf. Accordingly, Aliera is unrepresented in this matter.

In order to reach an immediate judgment as to Aliera, Plaintiffs request this Court to lift the stay as to Aliera, certify the proposed class consistent with Rule 23 requirements, deny

Aliera's pending motion to compel arbitration and/or dismiss due to its inability to further argue its motion without counsel, and to enter a default judgment against Aliera in favor of the certified class. Due to the urgency of this matter, Plaintiffs respectfully request the Court to rule on this motion expeditiously.

ARGUMENT

A. The stay should be lifted as to Aliera.

The circumstances have changed so dramatically that the stay as to Aliera should be lifted. In entering the August 10, 2021, Order staying all proceedings, this Court relied on Trinity's expedited plan for quick, inexpensive, and efficient reorganization. [DE 61, at 2]. Although at the time of its bankruptcy filing, Trinity apparently intended to reorganize, it subsequently entered a plan for liquidation on October 1, 2021. [Exh. N, at 37.] As this Court previously agreed, the automatic stay provision in 11 U.S.C. § 362 applies only to the debtor (here, Trinity/Sharity). [DE 63, at 2.] As has been their position all along, Plaintiffs do not dispute the imposition of a stay against Trinity. But in granting a stay on all claims against all parties, the Court considered "(1) the need for a stay; (2) the stage of litigation; (3) whether the non-moving party will be unduly prejudiced or tactically disadvantaged; (4) whether a stay will simplify the issues; and (5) whether the burden of litigation will be reduced for both the parties and the court." *Id.* (quoting Abington Emerson Cap., LLC. V. Adkins, No. 2:17-CV-143, 2018 WL 2454601, at *2 (S.D. Ohio June 1, 2018)). Aliera's arguments in favor of a global stay were that it and Trinity were inextricably intertwined, that its role as administrator of Trinity's sharing program and indemnification provisions were at issue in Trinity's bankruptcy proceedings, that it would be prejudiced if unable to participate in the defense of Plaintiffs' claims, and that judicial economy and efficiency favored entry of a stay. Those arguments are all now moot or, at the

very least, are significantly weakened given Trinity's revised plan to liquidate in bankruptcy and Alieria's entry into liquidation procedures under Georgia law instead.

Plaintiffs request this Court to exercise its discretion to lift the stay as to Alieria in this proceeding. Whereas Alieria previously argued that the stay was necessary because both Alieria and Trinity would continue operating post-reorganization, now that Trinity has opted for liquidation and Alieria has begun winding up through the Alieria ABC, the need for the stay is nil. More importantly, Plaintiffs have little chance for recovery against Alieria through the Alieria ABC process, unless they obtain a liquidated judgment against Alieria before the deadline to submit claims. Plaintiffs would most certainly be unduly prejudiced and tactically disadvantaged if the stay in this proceeding were to remain in place. [DE 61, at 2 (*citing* Abington Emerson Cap., 2018 WL 2454601, at *2).] And Plaintiffs' inability to participate in the Alieria liquidation proceedings would be a *de facto* windfall to Alieria's other creditors who are not before this Court. Furthermore, because both Alieria and Trinity will not continue operating, continuing to stay the proceedings against Alieria will not simplify any of the issues at hand. In fact, quite the opposite—if not lifted, Plaintiffs have little opportunity to recover outside the bankruptcy proceeding against Trinity, and have little chance for recovery at all against Alieria. Therefore, Plaintiffs request this Court lift the stay only as to Alieria, in order to provide Plaintiffs with the opportunity to make a claim against the Alieria ABC before the limitations period in which to make claims expires.

B. All pending motions by Alieria should be denied.

Because Alieria is unrepresented and no substitute counsel has entered appearance [Prather Decl. ¶ 3], it is without the opportunity to further litigate its position on its pending “motion to dismiss, or alternatively, to compel arbitration.” [DE 33.] Plaintiffs' opposition to

that motion remains the same as when they previously submitted briefs on the issue on March 31, 2021. [DE 43.] Any decision on Alieria's pending motion was postponed indefinitely by this Court's Order of August 4, 2021. [DE 61.] Now without counsel, Alieria can no longer argue for compelled arbitration or seek to dismiss Plaintiffs' claims (both of which remedies would have been improper even if Alieria remained represented).

C. A default judgment should be entered against Alieria.

Pursuant to FRCP 55(a) and FRCP 55(b)(2), the Court may enter judgment when a party "has failed to plead or otherwise defend" the action. The Sixth Circuit has long held that a corporation must appear in the Federal Courts by counsel. Harris v. Akron Dep't of Pub. Health, 10 F. App'x 316, 319 (6th Cir. 2001) (citing Ginger v. Cohn, 426 F.2d 1385, 1386 (6th Cir. 1970)). Furthermore, this Court has concluded that an entry of default is warranted and appropriate when a corporation is unrepresented by counsel "both under Rule 55(a) for failure to defend [an] action and under Rule 16(f) as a sanction." HMP Auto. Consultants, LLC v. Pierce Prop. Grp., LLC, No. 5:15-CV-226-KKC, 2018 WL 2050135, at *2 (E.D. Ky. May 2, 2018); see also In re Classicstar Mare Lease Litig., Civil Action Nos. 5:7-cv-353-JMH, 5:07-349-JMH, 2009 WL 1468474, at *1 (E.D. Ky. May 13, 2009) ("Clearly, as a corporation, [the defendant] cannot appear before this Court except through a licensed attorney, and, in the absence of counsel, [the defendant corporation] is in default.").

Issuance of a default judgment is a two-step process in the Sixth Circuit. Sheppard Claims Svc., Inc. v. William Darrah & Assocs., 796 F.2d 190, 193 (6th Cir. 1986). The Clerk must first enter the Defendant's default on the docket pursuant to FRCP 55(a). *Id.* The Court may subsequently enter a default judgment upon proper showing by Plaintiff. *Id.* Plaintiffs have provided a declaration of a third party, Neil Luria, who is Trinity's Chief Restructuring Officer

appointed by the United States Bankruptcy Court for the District of Delaware [Exh. C, Luria Decl. ¶ 5], which Plaintiffs expect to be uncontested. Because that declaration establishes a sum certain for damages to both Plaintiff Austin Willard and the purported class of all residents of Kentucky who purchased or were covered by a plan from Alieria and Trinity that purported to be an HCSM, the Court may subsequently enter default judgment without a further hearing, based on the remedies described below. Plaintiffs have given appropriate notice of this motion to The Alieria Companies, Inc., by mailing a copy of the motion to Alieria's corporate headquarters, by mailing a copy to Alieria's registered agent for service of process in Kentucky, by mailing and emailing a copy to Alieria's assignee for the benefit of creditors (Asset Recovery Associates Alieria, LLC), and also by serving Alieria's former counsel by email.

Because no counsel entered an appearance for Alieria before the deadline imposed by this Court of November 3, 2021 [D.E. 63], this Court should direct the Clerk to enter Alieria's default on the docket immediately. Since Alieria has previously entered an appearance, after seven days the Court may enter default judgment in favor of Plaintiffs and the Class against The Alieria Companies, Inc., and should do so. FRCP 55(b)(2). To do otherwise would reward the individuals who perpetrated a fraud against Plaintiffs and the class, and would take money away from the creditors who were the direct target of Alieria's fraudulent scheme.

REMEDIES

The damages suffered by the Plaintiff Austin Willard and the members of the purported class are undisputed. According to the Chief Restructuring Officer for Trinity/Sharity in the Delaware bankruptcy proceedings, Mr. Willard paid a total of \$16,038.75 in monthly premiums to Alieria to purchase Trinity coverage. [Exh. C, Luria Decl. ¶ 9.] The putative class paid a total of \$2,189,003 in monthly payments to Alieria for the purchase of Trinity coverage. *Id.* ¶ 10. They

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CERTIFICATE OF SERVICE

I hereby certify that, on November 4, 2021, I have served this document on all counsel of record through the Court's CM/ECF system, and in addition I have mailed by United States Postal Service the document to the following non-CM/ECF participants, as well as electronically mailed to Katie Goodman:

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I further certify that I have electronically mailed the document to the Alieria's former counsel:

Benjamin B. Coulter, bcoulter@burr.com

BY: /s/ Jerome P. Prather
Jerome P. Prather, Esq.