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A GCC REPRESENTATIVE OFFICE  
OF DUANE MORRIS  
ALLIANCES IN MEXICO  
AND SRI LANKA

November 27, 2019

VIA E-MAIL  
VIA FEDEX

The Honorable John R. Elias  
Commissioner of Insurance, in his capacity  
as Custodian of Records  
c/o Mary Bleier  
Compliance and Enforcement Counsel  
New Hampshire Insurance Department  
21 South Fruit Street, Suite 14  
Concord, NH 03301

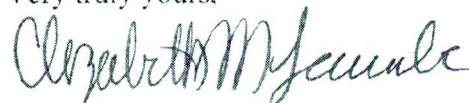
**Re: Docket No. INS No. 19-027-EP  
Application for Hearing (NH RSA 400-A:17(III))**

Dear Commissioner Elias:

Pursuant to NH RSA 400-A:17(III), enclosed herewith please find an Application for Hearing on behalf of Alieria Healthcare, Inc.

Please do not hesitate to reach out with questions or concerns. Thank you for your time and consideration.

Very truly yours,



Elizabeth M. Lacombe, Bar No. 19921

Encl.

STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT

IN RE: ALIERA HEALTHCARE, INC. DBA THE ALIERA COMPANIES, INC.

Docket No. INS No. 19-027-EP

APPLICATION FOR HEARING

Pursuant to NH RSA 400-A:17(III), Alieria Healthcare, Inc. ("*Alieria*") hereby submits its Application for Hearing in response to the Cease and Desist Order dated October 30, 2019 (the "*Order*").

The Order finds, in part, that "Alieria, through its arrangement with Trinity, is engaging in the 'insurance business,' as defined by RSA 406-B:2, by acting as an unlicensed insurance company in New Hampshire without the proper license or authorization in violation of RSA 406-B:3 and RSA 405:1." The Order additionally finds that "Alieria is operating as an unlicensed [Third Party Administrator] in violation of RSA 402-H."

Alieria appeals the cease and desist order on procedural and substantive grounds. The major grounds for this appeal are, as follows<sup>1</sup>:

**A. PROCEDURAL OBJECTIONS**

**1. The Cease and Desist Order Is an Improper *Ex Parte* Prohibitory Order**

The Order was issued *ex parte* in violation of RSA 400-A:14 which states, in part:

The commissioner shall issue upon hearing such prohibitory and mandatory orders as are reasonably necessary to secure compliance with insurance laws, rules, and regulations. Orders and notices of the commissioner shall be effective only when in writing signed by him or by his authority. (underlining added).

The Order is a prohibitory order. Such an order requires a hearing prior to the order as

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<sup>1</sup> The Order contains many additional inaccuracies. Alieria reserves the right to provide evidence disputing additional allegations in the Order at the time of hearing.

the plain meaning of the term “upon hearing” in RSA 400-A:14 cannot reasonably be interpreted to mean “subsequent to” or “afterwards.” Thus, RSA 400-A:14 requires a hearing prior to the issuance of a (prohibitory) cease and desist order, such as the Order, unless other statutes permit an *ex parte*, pre-hearing cease and desist order. No such New Hampshire statute exists.

Additionally, RSA 400-A:15 states, in part:

Any person who knowingly violates any statute, rule, regulation, or order of the commissioner may, upon hearing, except where other penalty is expressly provided, be subject to such suspension or revocation of certificate of authority or license, or administrative fine not to exceed \$2,500 per violation, as may be applicable under this title for violation of the statute or the provision to which the rule, regulation, or order relates.(underlining added).

Accordingly, the Department’s sanctions in this case are limited to those listed in RSA 400-A:15 unless another remedy, such as a cease and desist order, is “expressly provided.”<sup>2</sup> The New Hampshire Insurance Code contains five circumstances in which the issuance of a cease and desist order is expressly provided:

1. For any person violating the provisions of Chapter 406-C (Sales of Insurance by Financial Institutions), such person “shall be subject to any and all enforcement procedures within the authority of the insurance department including, but not limited to, the issuance of a cease and desist order requiring such person to cease all insurance sales and solicitation activities.” RSA 406-C:17.
2. For violations of Chapter 408 (Life Settlement Act), the commissioner may issue a cease and desist order. RSA 408-D:15.
3. For violations of Chapter 420-D (Continuing Care Communities), “the commissioner may issue an order to cease and desist and bring court action to enforce compliance or enjoin such action.” RSA 420-D:24.
4. For violation of certain provisions under Chapter 420-G (Portability, Availability, and Renewability of Health Coverage), the regulations provide that the commissioner may “address a violation . . . through means appropriate to the nature and extent of

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<sup>2</sup> RSA 406.B:12 authorizes fines for unauthorized insurance violations, but does not mention cease and desist orders.

the violation, which may include suspension or revocation of certificates of authority or licenses, imposition of civil penalties, issuance of cease and desist orders, injunctive relief, a requirement for restitution, referral to prosecutorial authorities or any combination of these.” N.H. Code Admin. R. Ins 1907.07.

5. For violations of Chapter 417 (Unfair Insurance Trade Practice), a cease and desist order can only be issued after the issuance of the show cause order and after the expiration of the period set forth in the show cause order or after a hearing. RSA 417:12.

None of the five statutes referenced above are cited in the Order and none of those statutes permit *ex parte* cease and desist orders prior to a hearing, as required by RSA 400-A:14.

Furthermore, the subject cease and desist order alleges violations of Unauthorized Insurance (Chapter 406-B) (including related provisions (RSA 405, 402-H and inapplicability of RSA 126-V) and Managed Care Law (Chapter 420-J)). These statutes do not provide authority to issue an *ex parte* cease and desist order prior to a hearing as required by RSA 400-A:14, and no such authority is presented in the Order.

The cease and desist order references RSA 400-A:3 as authority for issuing the *ex parte* cease and desist order. That statute states, in part:

The head of the department shall be the insurance commissioner who is charged with the rights, powers, and duties pertaining to the enforcement and execution of the insurance laws of this state. The commissioner shall have all powers specifically granted to him or her or reasonably implied in order to enable him or her to perform the duties imposed by this title. The commissioner shall have such additional rights, powers, and duties as may be provided by other laws.

The Commissioner’s authority is broad, and Alieria is not disputing the Commissioner’s authority to regulate the business of insurance within the State of New Hampshire. The Commissioner has the authority to issue a prohibitory cease and desist order, but such an order may only be issued after a hearing as required by RSA 400-A:14.<sup>3</sup> The Commissioner’s

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<sup>3</sup> Other states have specific statutes authorizing *ex parte* cease and desist orders in limited circumstances, but New Hampshire does not have an analogous statute. *See* 40 P.S. § 47(c) (Pennsylvania) (“Whenever the Insurance Commissioner has articulable evidence that any person, insurance company, association or exchange has

authority does not extend to creating *sua sponte* the authority to issue *ex parte* cease and desist orders when RSA 400-A:14 clearly and directly requires the Commissioner to hold a hearing prior to issuing a prohibitory order.

**2. The Cease and Desist Order Prohibits Alieria from All Insurance Activity in New Hampshire despite Alieria's Licensed Status**

As stated in Factual Allegation No. 2, "Alieria is a non-resident business entity insurance producer (NPN # 18501490) that is licensed to sell Life, Accident and Health insurance products." The Order contains no allegations concerning Alieria's conduct in selling admitted life, accident, and health insurance, yet the Order prohibits Alieria from "writing any new coverage or renewing any coverage for New Hampshire insurance consumers" (underlining added). The application of the Order to Alieria's licensed activities is not supported by the Order's Factual Allegations or Legal Allegations.

**B. Substantive Objections**

**1. Trinity Is Not Engaged in the Business of Insurance.**

Co-Respondent Trinity Healthshare LLC ("Trinity") is a separate and distinct entity<sup>4</sup> from Alieria, and Alieria understands Trinity will be filing its own Application for Hearing.

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or is doing an insurance business within this Commonwealth without a certificate of authority as required by this act, or has or is violating any order or requirement of the Insurance Commissioner issued or promulgated pursuant to authority expressly granted the Insurance Commissioner by this section and that the interests of policyholders, creditors or the public may be irreparably harmed by delay, the Insurance Commissioner may issue a cease and desist order. Notice of the cease and desist order and notice of hearing shall be served by first class mail."); MD Insurance § 4-114 (Maryland) ("Without notice and before hearing, the Commissioner may issue and have served on an insurer an order requiring the insurer immediately to cease and desist from writing insurance . . ."); CA Ins. Code, § 1065.2, subd. (a) (California) ("Whenever it appears to the commissioner that any conduct, condition or ground set forth in Section 1065.1 exists, and that irreparable loss and injury to the property and business of a person specified in Section 1010 has occurred or may occur unless the commissioner acts immediately, the commissioner may, without notice, and before hearing, issue and cause to be served upon such person an order requiring such person to forthwith cease and desist from engaging further in the acts, practices or transactions which are causing such conduct, condition or ground to exist."); Tex. Ins. Code Ch. 83 (emergency, *ex parte* cease and desist order).

<sup>4</sup> See attached letter of October 29, 2019 from Alieria's counsel to the New Hampshire Department of Insurance (Exhibit 1).

However, as the Order attempts to tie Alera to Trinity's activities, Alera is providing a brief statement of its understanding of Trinity's status.

The foundation of the subject cease and desist order against both Trinity and Alera is DOI's position that Trinity does not meet the criteria of RSA 126-V:1 Health Care Sharing Organizations. But RSA 126-V:1 is a safe harbor statute, meaning that there is no further inquiry of a health care sharing ministry ("HCSM") for unauthorized insurance if the HCSM meets the criteria set forth in that statute. A HCSM not otherwise engaged in the business of insurance is not deemed to be an unauthorized insurer solely because it does not meet the criteria of RSA 126-V:1. In any event, Alera understands that Trinity, in fact, meets the criteria of RSA 126-V:1.

DOI specifically references RSA 126-V-1, II subsections a. and b., which state:

b. Have been in existence continuously and have facilitated the sharing of medical expenses of participants without interruption since December 31, 1999, including predecessor organizations;

c. Be faith-based and limit its participants to individuals who share a common set of ethical or religious beliefs; (underlining added).

First, the statute requires a HCSM, or a predecessor, to have facilitated the sharing of

medical expenses of participants without interruption since December 31, 1999. DOI apparently reads this statute as requiring Trinity to have been in existence prior to December 31, 1999.

However, the term "predecessor" is not defined<sup>5</sup> and is not a term used in common corporate law

vernacular. Similar terms to "predecessor," according to Merriam Webster Dictionary Online,

<https://www.merriam-webster.com/dictionary/predecessor>, include "ancestor," "antecedent,"

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<sup>5</sup> See *N.H. Motor Transport*, 904 A.2d at 816 (citing *Appeal of Town of Nottingham*, 904 A.2d 582, 582 (N.H. 2006)); see also, *Grand China, Inc. v. United Nat. Ins. Co.*, 938 A.2d 905, 908 (N.H. 2007). Common meaning is ascribed when a statutory term is not defined by statute.

“forerunner,” and “precursor.” The term “predecessor organization,” thus, does not mean an immediate, direct in time version of an organization. Alieria understands that Trinity’s sharing ministry is derived from the long-standing – much prior to 1999 – Anabaptist tradition and ministries.

Additionally, a HCSM not qualifying under RSA 126-V:1 is not *per se* involved in the business of insurance. A HCSM, such as Trinity, is not engaged in the business of insurance, as defined in RSA 406-B:12. A HCSM is a ministry facilitating the voluntary sharing of medical costs between members. A HCSM membership is not an insurance contract, and applications for HCSM memberships are not applications for insurance. The member share contributions are not premiums, nor are any contracts of insurance delivered to members.

Additionally, Trinity is not a guarantor of medical expenses and does not underwrite risks. And, Trinity does not offer medical indemnity contracts. In fact, there is no contract: a HCSM member may stop participating in the HCSM at any time. There is no shifting of risk from Trinity’s members to the HCSM. There is no actuarial analysis. Simply put, HCSM memberships are not insurance, and Alieria did not engage in any of the insurance related activities listed in the “Applicable New Hampshire Laws” section of the Order.

Item 16 of the Order lists several claimed actions by the Respondents in engaging in the business of insurance in New Hampshire. Each of these actions presupposes the Respondents’ actions were related to insurance. In fact, New Hampshire’s Insurance Code does not define the terms “insurance,” “policy,” or “insurance contract.”

In *N.H. Motor Transport Ass’n Emp. Benefit Trust v. N.H. Ins. Guar. Ass’n*, *supra*, the New Hampshire Supreme Court made clear that when statutory terms are undefined, the New

Hampshire courts ascribe to them their plain and ordinary meaning.<sup>6</sup> The common definition of “insurer” is “one that contracts to indemnify another by way of insurance.”<sup>7</sup> And, the common definition of “insurance” includes both “the action or process of insuring . . . against loss or damage by a contingent event (as death, fire, accident, or sickness)” *and* “a device for the elimination or reduction of an economic risk common to all members of a large group and employing a system of equitable contributions out of which losses are paid.”<sup>8</sup>

Here, the HCSM services that Trinity offers are not “insurance” products under the plain meaning of the term as defined by the State under prevailing precedent because there is no guarantee that losses will be paid out of the member contributions. The “transaction” in the HCSM context is a voluntary, charitable contribution by a member, where losses are paid out of contributions, to other members if members agree and if funds are available. In this regard, there is no expectation of a payment guarantee. These contributions are voluntary, and potential members are informed that memberships are not insurance and medical cost sharing is not guaranteed. Trinity’s HCSM memberships are not insurance.

**2. Trinity’s Statement of Beliefs are Expressions of the Christian Faith as well as Ethical Beliefs as Required by RSA 126-V:1.**

Legal Allegation 25 of the Order states:

Trinity also fails to establish that it is faith based and limits its membership to individuals who share a common set of ethical or religious beliefs. Trinity’s bylaws indicate that the organization adheres to a Christian expression of faith; however, its applications and policy documents only ask participants to believe in nonsectarian religious views. This statement of faith is inconsistent with the religious views purportedly held by Trinity.” (underlining added).

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<sup>6</sup> *N.H. Motor Transport*, 904 A.2d at 816 (citing *Appeal of Town of Nottingham*, 904 A.2d 582, 582 (N.H. 2006)); see also, *Grand China, Inc. v. United Nat. Ins. Co.*, 938 A.2d 905, 908 (N.H. 2007).

<sup>7</sup> Webster’s Third New International Dictionary 1173 (unabridged ed.2002).

<sup>8</sup> *Id.*



As the Order, itself, recognizes, RSA 126-V:1 requires a HCSM to share a common set of ethical or religious beliefs. Thus, whether Trinity's statement of beliefs is sectarian (religious) or non-sectarian (ethical) is irrelevant. In any event, Trinity's statement of beliefs contains both ethical and religious principles.

The Order confuses "faith" with "denomination." Trinity's bylaws state an adherence to a Christian expression of faith. Trinity's statement of beliefs state a common set of ethical as well as religious beliefs, 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, 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.

These statements are non-sectarian only in the sense that they do not specify a Christian denomination. But they are certainly expressions of the Christian faith as well as expressions of a common set of ethical beliefs.

3. **Alera Does Not Offer Trinity HCSM Plans to Employer Groups.**
4. **Licensed Parties Conducted Third Party Administrator and Sales Activities for Trinity in New Hampshire**

Alera is not licensed as a third party administrator (TPA) in New Hampshire because HealthScope, a licensed NH non-resident TPA, performs each of the TPA acts referenced in the Order.

Alera acts as the business administrator for Trinity. It does not act as a TPA for Trinity.

**5. Factual Allegation No. 14 is Incorrect.**

Neither Alieria nor Trinity is subject to an administrative action in Texas. The prior Texas administrative action against Alieria and Trinity, among others, was non-suited by the Texas Department of Insurance. Alieria has entered stipulations with the State of Colorado whereby the cease and desist order entered against Alieria will be vacated. Alieria and Trinity are subject to an *ex parte* cease and desist order in Washington with a September 2020 hearing set.<sup>9</sup> Alieria is vigorously contesting the *ex parte* allegations in that order.


**6. Trinity Was Not created by Alieria and its Principals**

The attached letter of October 29, 2019 (attached as Exhibit 1) to the New Hampshire Department of Insurance outlines the relationship of Alieria and Trinity.

WHEREFORE, Alieria respectfully requests that the Commission grant this Application for a Hearing in accordance with NH RSA 400-A:17(III).

Date: November 27, 2019

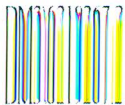
RESPECTFULLY SUBMITTED,



Alexander J. Gonzales  
DUANE MORRIS LLP  
Las Cimas IV  
900 S. Capital of Texas Hwy, Suite 300  
Austin, TX 78746-5435  
Phone: (512) 277-2251  
Email: AJGonzales@duanemorris.com

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<sup>9</sup> Alieria and Trinity are also the subject of an *ex parte* cease and desist order issued by the Oregon Commissioner of Insurance with a hearing date pending. As with the other proceedings, Alieria is vigorously contesting the *ex parte* allegations. And Alieria is the defendant in a lawsuit brought by the Texas Attorney General in July. There has been no substantive activity in that case since it was filed in July 2019. However, Alieria permitted the Texas Department of Insurance to conduct a week-long full scope examination at Alieria's headquarters in August 2019 in connection with settlement negotiations. There has been no follow-up by the state.



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*Attorneys for Aliera Healthcare, Inc.*

# Exhibit 1

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OF DUANE MORRIS  
ALLIANCES IN MEXICO  
AND SRI L

October 29, 2019

Ms. Mary Bleier, Esq.  
Compliance & Enforcement Counsel  
State of NH Insurance Department  
21 S. Fruit Street Suite 14  
Concord, NH 03301

via e-mail [Mary.Bleier@ins.nh.gov](mailto:Mary.Bleier@ins.nh.gov)

Re: The Alera Companies, Inc.

Dear Ms. Bleier:

On behalf of Alera Healthcare, Inc n/k/a the Alera Companies, Inc. (“Alera”), I submit the following letter describing my client’s contractual relationship with Trinity Healthshare LLC (Trinity”) and stating Alera’s legal inability to execute a binding agreement with the New Hampshire Department of Insurance. Alera is willing to agree to cease signing up new Trinity members, but it is not empowered to bind Trinity to any regulatory agreements.

Simply put, Alera is a business administrator for Trinity and is limited in its power to bind Trinity to any agreements. Alera’s express authority to act on Trinity’s behalf is restricted to the terms of the contract between the two parties, *Fleet Bank-N.H. v. Chain Constr. Corp.*, 138 N.H. 136, 139, 635 A.2d 1348, 1350 (1993). Trinity must request Alera to sign the subject stipulations, and Alera must consent to take such action. See *93 Clearing House, Inc. v. Khoury*, 120 N.H. 346, 348-49, 415 A.2d 671, 673 (1980). Neither of these prerequisites exists with regard to Alera’s authority to issue a letter committing Trinity to ceasing its New Hampshire operations. And, neither Alera or Trinity has engaged in a course of conduct to indicate otherwise. Both entities have consistently addressed regulatory inquiries and actions separately and individually, and no agency has been implied by their conduct. *Id.* at 349, 415 A.2d at 673.

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DUANE MORRIS LLP  
LAS CIMAS IV, SUITE 300, 900 S. CAPITAL OF TEXAS HWY  
AUSTIN, TX 78746  
PHONE: +1  
512-277-2300

Aliera is aware of your Department's concerns regarding the functional distinction between Aliera and Trinity. Please note, as an initial matter, that neither New Hampshire or federal law or regulation forecloses Trinity from contracting with a for-profit entity (or any third-party entity) to provide such business administrative and management services. Services as a third party administrator, as that term is defined in the RSA 402-H:1.I, are provided by HealthSCOPE Benefits, a New Hampshire licensed third party administrator. New HCSM members are signed up by agents licensed by New Hampshire.

Aliera does not dispute that Trinity delegated a large portion of operational, marketing, and administrative responsibilities associated with Trinity's healthcare sharing ministry ("HCSM") under the Parties' Management and Administration Agreement ("the MAA") dated August 13, 2018. As Aliera representatives have explained to you, the MAA was drafted during the onset of the litigation between Unity Healthshare LLC and Aliera. The MAA contains language that reflects Aliera's concerns about that litigation. The initial version was an effort to avoid some of the pitfalls caused by Aliera's agreement with Unity. However, fail-safe provisions, such as Aliera's ostensible ability to access Trinity accounts, have never been exercised. Aliera and Trinity are renegotiating the MAA accordingly.

With that said, Trinity continues to maintain the power and duty to direct the activities of the ministry, including the operational and marketing responsibilities that have been assigned to Aliera under the Parties' executed agreement. Included in this duty is the final decision-making power regarding disputes and/or appeals concerning member-sharing claim eligibility. Trinity also participates in the weekly reconciliation process with Aliera's Director of Member Sharing/Claims and provides ultimate payment approval of weekly share request amounts. Moreover, Trinity facilitates donations to different medical programs focused around children's care throughout the United States, which is advertised through Trinity's newsletter. Trinity further supports a prayer line through phone and email correspondence, which is available to HCSM members and non- members alike in a time of need.

In addition, each entity has its own board, and no Aliera officer, employee, or director is a Trinity employee or member of Trinity's board. Each entity has its own employees. Aliera has over 400 employees who manage and care for Trinity and Unity Legacy members.

Trinity hired A. Joseph Guarino III as President in July 2019.<sup>1</sup> And each entity is represented by its own counsel, both during the course of the various actions brought by the State and during the arms-length negotiations that have occurred since July 2019 concerning the draft services agreements between Trinity and Aliera's subsidiaries.

Accordingly, Aliera has ceased signing up new Trinity members and is certainly willing to confirm such in writing. However, Aliera is not empowered to stipulate in such fashion or to issue notices on Trinity's behalf.

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<sup>1</sup> Aliera understands that Mr. Guarino serves in various capacities, including without limitation, being responsible for compliance with State and Federal regulations regarding health care sharing ministries, meets with state insurance commissioners, and provides expertise regarding the history of HCSMs.

Thank you for the opportunity to provide you with this information. Please let me know if I may answer any additional questions or address other concerns.

Very truly yours,

DUANE MORRIS LLP

Alexander J. Gonzales  
Alexander J. Gonzales PC  
Partner

# EXHIBIT A



## MANAGEMENT

### Executive Officers and Managers of the Company

The following table discloses the names, ages and positions of its executive officers and managers after the company's reorganization.

Executive	Age	Position
Ms. Shelley Steele	60	Chief Executive Officer
Mr. Chase Moses	30	President
Mr. Shantanu Paul	46	Chief Operating Officer
Mr. James Butler	53	VP Corporate Finance & Accounting
Ms. Sue Howard	65	Director, Compliance & Regulatory Affairs
Mr. Paul Schaefer	55	VP Human Resources
Ms. Adriane Massey	51	VP Corporate Training

**Shelley Steele, Chief Executive Officer** - Shelley Steele is the Chief Executive Officer of The Alera Companies. Relying on her 25 years of experience in executive management, she is responsible for providing strategic leadership and oversight of the financial stability of the company and its subsidiaries. Shelley leads the development of Alera's innovative solutions that simplify the complexities of the healthcare experience, and she works closely with executive management, the Advisory Board, and the company's directors to establish long-range goals, policies, and plans for sustainable growth. She is a member of the Healthcare Administrators Association and The National Association for Healthcare Quality and has served on multiple boards, both private and public.

**Chase Moses, President** - As President of The Alera Companies, Chase Moses uses his expertise in enterprise creation and development to enhance operational infrastructure and drive growth. He joined Alera only a few years after its creation and assisted in building the Company from the ground up, playing a vital role in generating more than \$200 million in revenue within the company's last three years. Chase has also been instrumental in building Alera's team of 400 *agents of change* who are redefining the healthcare experience for individuals, families and employers with innovative solutions that simplify the complexities of the healthcare experience and unlock the power of choice. In his role, Chase has designed and implemented the corporate restructure to provide transparency to regulatory bodies, while creating additional revenue lines through additional business to business relationships.

**Shantanu Paul, Chief Operating Officer** - Shantanu Paul drives profitability through innovation and process optimization in his role as Chief Operations Officer at The Alera Companies. He is using his deep technical skills in IT and application development to launch state-of-the-art technology that will transform the healthcare industry and turn The Alera Companies into the easiest companies to work with, all in an effort to create better healthcare experiences.

Shantanu brings over 20 years of experience to Alera in the areas of system integration, technology creation, product development and multi-disciplinary team building.

**James Butler, VP Corporate Finance CPA, CGMA** - James Butler is the Vice President of Finance and Accounting at The Alera Companies. He is an experienced financial executive with a demonstrated history of developing strong financial healthcare teams. He is skilled in management accounting, business process improvement, internal auditing, and financial planning and analysis. He has a passion for helping businesses make data-driven decision. Since joining Alera, James has played a hands-on role in managing all aspects of the company's financial functions. Major initiatives under way or that have been completed are the implementation of Sage Intacct ERP system, improved revenue recognition, renegotiated merchant service agreements, Audit and Tax filings and the establishment of a treasury function. James has over 30 years of experience in finance and accounting with companies such as UnitedHealthcare of Georgia, Anthem, Merrill Lynch, Ebix and more.

**Sue Howard, Director, Compliance & Regulatory Affairs** - As Director of Compliance & Regulatory Affairs for The Alera Companies, Sue Howard uses her specialized skills to ensure that the Alera Companies comply with all applicable local, state, and federal laws while also helping to protect corporate assets and deliver sustainable growth. Sue currently is involved with building out Alera's robust compliance tracking program to identify risk and mitigate threats. She assists with all company-wide compliance initiatives and acts as the primary liaison with state and federal regulators. In addition to her relationships with state departments of insurance, attorney general offices and federal agencies, Sue brings more than 35 years of insurance compliance and regulatory experience to her role at Alera.

**Paul Schaefer, Vice President Human Resources - PHR** - Paul Schaefer provides strategic and tactical direction in his role as The Alera Companies Vice President of Human Resources. He determines and directs the company's staffing goals and strategies to support productive and profitable business operations. In his short tenure at Alera, Paul has already designed and instituted a multimillion-dollar employee benefits package to help position The Alera Companies and its subsidiaries as the employer of choice for top talent around the country. Paul is actively involved in the Society for Human Resources Management and the Human Resources Leadership Forum and carries a Professional Human Resources Accreditation. Paul joins Alera with more than 20 years of experience in the fast-paced industries of insurance, retail, hospitality and logistics.

**Adriane Massey, VP Corporate Training** - Adriane Massey, Vice President of Training for The Alera Companies, oversees, influences and leads strategic learning and development initiatives across the companies. She is focused on creating a consistent and superior learning experience to close skill gaps; she has recently launched AleraU, an online resource that delivers high-quality learning solutions to enhance employee performance. Adriane has more than 15 years of experience in training, healthcare and administration.

## BOARD OF DIRECTORS

The following table sets forth the names, ages and positions of its board of directors:

Director	Age	Position
Ms. Shelley Steele	60	Board Member/ CEO
Mr. Chase Moses	30	Board Member/ President
Mr. John Blenke	57	Board Member
Mr. Roger Sevigny	76	Board Member

**Shelley Steele, Chief Executive Officer** – (see Bio above)

**Chase Moses, President** – (see Bio above)

**John Blenke, Board and Advisory Board Member and Senior Consultant of Compliance & Regulatory Affairs** – Mr. Blenke recently joined The Alera Companies as a board and advisory board member. He is an established legal professional with over 35 years' experience with corporate governance, corporate finance, public company, securities, litigation, M&A, information security and general risk management issues, with focus on the use of consumer data within regulated industries in the United States and globally. As the former EVP and Corporate counsel of Transunion for over 15 years, his executive experiences in internal and external legal support, and global regulatory, compliance, government affairs, public policy and corporate investigations functions, enables Alera to reliably, professionally and ethically collect non- public personal information and to establish appropriate security and use controls to meet changing regulatory and privacy concerns. Prior to serving with Transunion Mr. Blenke served as VP Law, Household International/HSBC for 14 years.

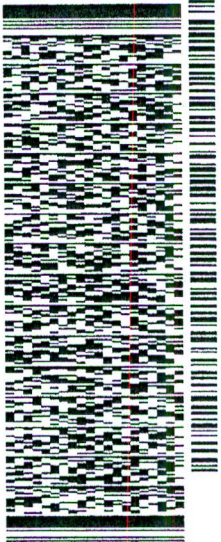

**Roger Sevigny, Board and Advisory Board Member** – Commissioner Sevigny is an Alera Companies' board member and retired NH Insurance Commissioner as of 11 June 2018, a position he had held for fifteen (15) years. He was appointed and reappointed to consecutive five (1) year terms by both Republican and Democrat Governors. Prior to his appointment as Commissioner, he had served as NH Assistant Commissioner for 1 ½ years. Before entering State service, Commissioner Sevigny was employed by Travelers Insurance/Citigroup for well over thirty (30) years in a variety of technical and leadership positions. While serving as the NH Insurance Commissioner he was elected to several officer positions at the National Association of Insurance Commissioners (NAIC) ultimately serving as the NAIC President in 2009. During his service as Commissioner he also served as the National Insurance Producer Registry (NIPR) Board President from 2012 to 2018. He was also Chair of the Interstate Insurance Product Registry Compact (IIPRC) during this time. He currently serves on the Consumer Advisory Committee of the IIPRC. In addition to this he was honored with the NAIC President's award for Distinguished NAIC Leadership in 2017. Commissioner Sevigny has a Bachelor's degree from St Anselm College and retired as a Colonel from the US Army serving thirty (30) years (active and reserve). He is still active with Veteran's matters having been appointed in 2018 by NH Governor Sununu to the NH Veteran's Council.

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