

## CONSENT AGREEMENT

This Consent Agreement (the "Agreement") is made among and between Trinity Healthshare, Inc. ("Trinity"), The Alieria Companies, Inc. ("Alieria") and the District of Columbia Department of Insurance, Securities, and Banking ("Department"), to memorialize the promises of Trinity and Alieria to no longer offer new memberships in Trinity's health care sharing ministry to District of Columbia residents until they obtain prior approval from the Commissioner of the Department. Trinity, Alieria, and the Department are sometimes referred to collectively as the "Parties" and individually as a "Party." In support, the Parties state as follows:

1. Trinity Healthshare, Inc. ("Trinity") is a foreign, not-for-profit corporation organized under the laws of Delaware with a principal office address of 5901 Peachtree Dunwoody Road, Suite 160 C, Atlanta, GA 30328.
2. Trinity is a registered 501(c)(3) organization and operates where permitted by State law as a health care sharing ministry ("HCSM"), which provides members of certain religious and ethical beliefs with a faith-based alternative or supplement to traditional health insurance. Trinity holds no licenses, certificates, or other approvals to engage in the business of insurance in the District of Columbia, and the District does not expressly exempt HCSMs from its insurance laws.
3. Alieria is a foreign entity organized under the laws of Delaware. Alieria is licensed as an insurance producer in the District of Columbia (Producer License No. 3000154077, effective since 2017), with its principal place of business at 990 Hammond Drive, Suite 700, Atlanta, GA 30328.
4. Alieria and its subsidiaries have contracted with Trinity to provide various services related to the offering and administration of Trinity's HCSM program. Alieria does not separately offer its own health service reimbursement plans in the District.
5. On January 6, 2020, the Department received a letter from Trinity to provide voluntary notification to the Department that Trinity membership was being offered in the District. The letter stated that as of December 18, 2019, eighteen (18) District of Columbia residents were participating Trinity's HCSM program.
6. On February 24, 2020, the Commissioner of the Department issued a summary cease and desist order (the "C&D Order") to Trinity and Alieria pursuant to D.C. Official Code § 31-231 *et. seq.*
7. On March 23, 2020, Trinity and Alieria filed answers and requested a hearing on the C&D Order. Both Trinity and Alieria denied the allegations that they were engaged in the business of insurance in the District of Columbia and contested that the Commissioner had the authority to penalize Trinity and Alieria.
8. Trinity and Alieria deny any wrongdoing or activities that violate any law of the District of Columbia.

9. The Parties acknowledge that further enforcement of the C&D Order would implicate novel issues of law that will result in protracted litigation at considerable time and expense and agree that resolving the matter in lieu of administrative proceedings serves the public interest.

**WHEREFORE**, based on the foregoing recitals and mutual exchanges provided for here, the Parties agree as follows:

1. The Department agrees to dismiss its pending action against Trinity and Alieria with prejudice. The Department may, however, bring an action to enforce the terms of this Consent Agreement. Trinity and Alieria do not admit any liability with respect to this matter. Each Party understands and agrees that this Agreement is a compromise and does not constitute, nor shall it be construed as, an admission of liability by Trinity, Alieria, or any other entity.
2. All District of Columbia residents who are currently Trinity members may remain enrolled in Trinity's HCSM programs and Trinity may continue to facilitate sharing amongst those members pursuant to member guidelines governing the members respective programs.
3. Trinity agrees to implement and communicate to the Department, within a reasonable time, a specific procedure by which the Department may escalate directly to Trinity any consumer complaints or concerns the Department receives regarding Trinity's HCSM programs. Trinity agrees to work to resolve any complaints or concerns in good faith and within a reasonable time.
4. Trinity and Alieria will cease selling or offering Trinity's HCSM programs to new members in the District and will cease enrolling new District of Columbia residents in those programs.
5. After two (2) years from the effective date of this Consent Agreement, Trinity and Alieria may request that the Commissioner of the Department reconsider the restriction in the preceding paragraph. In support of any request, Trinity and Alieria shall demonstrate that they are not engaging in the business of insurance. If a request for reconsideration is denied, Trinity and Alieria retain the right to contest the decision by any method permitted by law.
6. Trinity and Alieria agree to collectively pay the Department ten thousand dollars (\$10,000) to resolve this matter. Trinity and Alieria expressly deny any wrongdoing or violation of law.
7. The Parties agree that if at any time any relevant law or regulations governing health care sharing ministries changes in the District of Columbia, the restrictions set forth in this Agreement will no longer be valid.
8. The Agreement and the rights, duties, and obligations of the Parties to this Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the District of Columbia. All claims and disputes arising out of or relating

to this Agreement shall be resolved by a court of competent jurisdiction in the District of Columbia.

9. This Agreement constitutes the entire and integrated agreement and understanding between the Parties as to the settlement of the Department's pending action against Trinity and Aliera. This Agreement supersedes and replaces any and all prior and contemporaneous negotiations, discussions, and communications related thereto, including the C&D Order.
10. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.
11. Notwithstanding any other provision of this Agreement, nothing shall prevent the parties from enforcing the terms of this Agreement, including by the administrative procedures set forth at D.C. Official Code § 31-231 *et. seq.*

The Consent Agreement is effective July 23, 2020.

TRINITY HEALTHSHARE, INC.

By: 

Printed Name: William H. Thread III

Title: CEO

THE ALIERA COMPANIES, INC

By: 

Printed Name: Stella Steele

Title: CEO

DISTRICT OF COLUMBIA DEPARTMENT  
OF INSURANCE, SECURITIES AND  
BANKING

Karima Woods  
Acting Commissioner