



1 Plaintiff, the People of the State of California (“Plaintiff” or the “People”), appearing  
2 through its attorney, Rob Bonta, Attorney General of the State of California, by Supervising  
3 Deputy Attorneys General Kathleen Boergers and David A. Jones, Deputy Attorneys General Ari  
4 Dybnis, Stephanie Yu, and Ketakee Kane, and Defendants Shelley Steele, Timothy C. Moses,  
5 Chase Moses, and First Call Telemedicine, LLC (“Defendants”), through their attorney,  
6 (collectively, the “Parties”) stipulate as follows:

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

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

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

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

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

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

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

1 need for trial, further discovery in this action, or further adjudication of any issue of law or fact.  
2 Each party and signatory to this stipulation represents that it freely and voluntarily enters into this  
3 Judgment without any degree of duress or compulsion.

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, none of the  
6 Defendants, nor anyone acting on any of their behalf, shall state or imply, or cause to be stated or  
7 implied, that the California Attorney General or any other governmental unit of California has  
8 approved, sanctioned, or authorized any practice, act, advertisement or conduct by Defendants.

9 9. Defendants will accept service of any Notice of Entry of Judgment entered in this  
10 action by email to an email address provided by them as valid and agree that email delivery of the  
11 Notice of Entry of Judgment will be deemed personal service upon Defendants for all purposes.

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

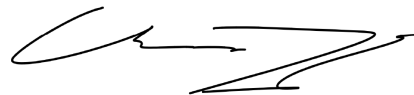
16 11. This Judgment shall take effect immediately upon the entry thereof.

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: 06/22/2026

20 Respectfully Submitted,

21 ROB BONTA  
22 Attorney General of California

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24 BY: ARI DYBNIS  
25 Deputy Attorney General  
26 *Attorney for Plaintiff*

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*Timothy C. Moses*

TIMOTHY C. MOSES, Defendant

*Chase Moses*

CHASE MOSES, Defendant



SHELLEY STEELE, Defendant



FIRST CALL TELEMEDICINE, LLC  
By: Shelley Steele, managing member

*Michael S. Freedman*

MICHAEL FREEDMAN  
Attorney for Defendants

# EXHIBIT A

1 ROB BONTA  
 Attorney General of California  
 2 NELI PALMA  
 Senior Assistant Attorney General  
 3 KATHLEEN BOERGERS  
 DAVID A. JONES  
 4 Supervising Deputy Attorneys General  
 ARI DYBNIS (SBN 272767)  
 5 STEPHANIE T. YU (SBN 294405)  
 KETAKEE KANE (SBN 291828)  
 6 Deputy Attorney General  
 300 S. Spring St., Suite 1702  
 7 Los Angeles, CA 90013  
 Telephone: (213) 269-6664  
 8 Email: Ari.Dybnis@doj.ca.gov

9 *Attorneys for The People of the State of California*

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 11  
 12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 13 FOR THE COUNTY OF LOS ANGELES  
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15 **THE PEOPLE OF THE STATE OF CALIFORNIA,**  
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 17 Plaintiffs,  
 18 v.  
 19 **THE ALIERA COMPANIES, INC., ET AL.,**  
 20 Defendants.  
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Case No. 22STCV01293

~~PROPOSED~~ FINAL  
 JUDGMENT AND  
 PERMANENT INJUNCTION  
 AS TO DEFENDANTS  
 SHELLEY STEELE, TIMOTHY  
 C. MOSES, CHASE MOSES,  
 AND FIRST CALL  
 TELEMEDICINE, LLC

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1 Plaintiff, the People of the State of California (“Plaintiff” or the “People”), filed a  
2 Complaint on January 12, 2022, for permanent injunction and other relief in this matter, alleging  
3 that Defendants Shelley Steele, Timothy C. Moses, Chase Moses, and First Call Telemedicine,  
4 LLC (“First Call”) (collectively “Defendants”) violated Business and Professions Code sections  
5 17200 et seq. and 17500 et seq. Plaintiff, appearing through its attorneys, Rob Bonta, Attorney  
6 General of the State of California, by Deputy Attorney General Ari Dybnis, and Defendant,  
7 appearing through its counsel, Michael Freedman, having stipulated to the entry of this Final  
8 Judgment (“Judgment”) by the Court without the taking of proof and without trial or further  
9 adjudication of any fact or law, with all parties having waived their right to appeal, and the Court  
10 having considered the matter and good cause appearing states:

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

12 **I. PARTIES AND JURISDICTION**

13 1. This Court has jurisdiction over the allegations and subject matter of the People’s  
14 Complaint filed in this action and over Defendants; venue is proper in this County; and this Court  
15 has jurisdiction to enter this Judgment. This Judgment is entered pursuant to Unfair Competition  
16 Law, Business and Professions Code section 17200 et seq, and the False Advertising Law,  
17 Business and Professions Code Section 17500 et seq.

18 **II. DEFINITIONS**

19 2. For the purposes of this Judgment:

20 a. “Conducting Business” means engaging in any commercial activity or  
21 activity in pursuit of gain; whether personal, professional, or for a third party; including activities  
22 carried on by a person through officers, agents and employees, as well as activities carried on by a  
23 person on that person’s own behalf, and activities carried out on behalf of a for-profit or nonprofit  
24 entity.

25 b. “Defendants” mean Shelley Steele, Timothy C. Moses, Chase Moses and  
26 First Call Telemedicine, LLC, collectively.

27 c. “First Call” means defendant First Call Telemedicine, LLC.

28 d. “Health Care Sharing Ministry” means any entity, association, group, or

1 individual that gathers funds from participants with the stated purpose of paying participant  
2 medical costs, of any kind. This includes, but is not limited to, any entity that meets, or purports  
3 to meet, the requirements of Government Code section 100705 and/or 26 United States Code  
4 section 5000A(d)(2)(B)(ii)(I)-(V). Health Care Sharing Ministry is not limited to formally  
5 incorporated entities.

6 e. "Plaintiff" or "People" means Plaintiff the People of the State of  
7 California.

### 8 III. COMPLIANCE PROVISIONS

9 3. Pursuant to California Business and Professions Code sections 17203 and 17535,  
10 defendants Shelley Steele, Timothy C. Moses, and First Call (including any assignees and  
11 successors) and, to the extent acting on behalf of defendant First Call (or any successor or  
12 assignee), officers, directors, shareholders, employees, representatives (other than legal counsel),  
13 affiliates, parents, subsidiaries, operating companies, or other affiliated entities that are working  
14 under contract to provide any type of services subsequent to its entering into this agreement, are  
15 hereby permanently enjoined and restrained from engaging, directly or indirectly, in the following  
16 acts or practices:

- 17 a. Conducting Business in California or directing business at California  
18 residents;
- 19 b. Holding any leadership position; including but not limited to any executive  
20 position or position as an officer, director, partner, corporate entity  
21 manager, or board member; in a company that Conducts Business in  
22 California or directs business at California residents;
- 23 c. Owning, individually or collectively with any or all of the other  
24 Defendants, more than twenty five percent (25%) of any business entity or  
25 commercial endeavor that is Conducting Business in California or directing  
26 business at California residents;
- 27 d. Engaging in any acts or practices that violate California Business and  
28 Professions Code sections 17200, et seq., or 17500, set seq.

1           4.       Notwithstanding the requirements of Paragraph 3, efforts that First Call takes to  
2 wind down existing California membership plans do not violate the terms of this Judgment as  
3 long as such efforts are made prior to and including September 30, 2026.

4           5.       Pursuant to California Business and Professions Code sections 17203 and 17535,  
5 defendant Chase Moses is hereby permanently enjoined and restrained from engaging, directly or  
6 indirectly, in the following acts or practices:

- 7                   a.       Conducting Business in California or directing business at California  
8 residents, at any time for ten (10) years following entry of this Judgment;
- 9                   b.       Holding any leadership position, including but not limited to any executive  
10 position or position as an officer, director, partner, corporate entity  
11 manager or board member, in a company that is Conducting Business in  
12 California or directing business at California residents, at any time for ten  
13 (10) years following entry of this Judgment;
- 14                   c.       Engaging in any Health Care Sharing Ministry marketing, sales, or other  
15 Health Care Sharing Ministry administration or operations in California or  
16 directing business at California residents;
- 17                   d.       Owning, individually or collectively with any or all other Defendants, more  
18 than twenty five percent (25%) of any business entity or commercial  
19 endeavor that is Conducting Business in California or directing business at  
20 California residents, at any time in the ten-year period following entry of  
21 this Judgment;
- 22                   e.       Engaging in any acts or practices that violate California Business and  
23 Professions Code sections 17200, et seq., or 17500, set seq.

24           6.       Notwithstanding the requirements of Paragraph 5, subparts (a) and (b), any  
25 business that Chase Moses conducts in California as an employee or officer does not violate the  
26 terms of this Judgment as long as: (1) he does not own more than five percent (5%) equity in the  
27 business that employs him and, (2) as long as the business that employs him is not a Health Care  
28 Sharing Ministry or provide services of any kind for, or on behalf of, a Health Care Sharing

1 Ministry.

2 **IV. CIVIL PENALTIES**

3 7. Pursuant to California Business & Professions Code sections 17206 and 17536,  
4 defendant Shelley Steele shall pay civil penalties in the total amount of two million, one hundred  
5 thousand dollars (\$2,100,000.00).

- 6 a. Defendant Shelley Steele shall make a payment of thirty-five thousand  
7 dollars (\$35,000.00) within seven (7) days of entry of this Judgment  
8 pursuant to wire instructions provided by Plaintiff. Defendant Shelley Steel  
9 shall also make a payment of sixty-five thousand dollars (\$65,000.00)  
10 pursuant to wire instructions provided by Plaintiff at the earlier of either:  
11 (i) twelve months following entry of this Judgment or (ii) within seven (7)  
12 days of the date on which Shelley Steele receives funds from the sale, or  
13 refinance, of any real property that she, or an entity in which she has an  
14 ownership interest, owns.
- 15 b. The remaining penalties amount, two million dollars (\$2,000,000.00), is  
16 suspended contingent upon (i) the accuracy and completeness of Defendant  
17 Shelley Steele's sworn declarations regarding her financial condition, as set  
18 forth in Paragraphs 8-9 of this Judgment and (ii) her compliance with  
19 Section III of this Judgment.

20 8. The People's agreement to, and the Court's approval of, this Judgment is expressly  
21 premised upon the truthfulness, accuracy, and completeness of the following financial  
22 information, all of which includes material information relied upon by the People in negotiating  
23 and agreeing to the terms of this Judgment: Defendant Shelley Steele's sworn declaration  
24 regarding her financial condition.

25 9. If, upon motion, this Court should find that defendant Shelley Steele made a  
26 material misrepresentation or omitted material information concerning her financial condition,  
27 then the suspension of the monetary judgment as to that Defendant shall be vacated, and the Court  
28 without further adjudication shall enter judgment holding Defendant Shelley Steele liable for the

1 full amount set forth in Paragraph 7.

2 10. Pursuant to California Business & Professions Code sections 17206 and 17536,  
3 defendant Timothy C. Moses shall pay civil penalties in the total amount of two million dollars  
4 (\$2,000,000.00).

5 a. Defendant Timothy C. Moses shall make a payment of one million dollars  
6 (\$1,000,000.00) within seven (7) days of entry of this Judgment pursuant to  
7 wire instructions provided by Plaintiff.

8 b. The remaining penalties amount, one million dollars (\$1,000,000), is  
9 suspended contingent upon (i) the accuracy and completeness of defendant  
10 Timothy C. Moses's sworn declarations regarding his financial condition,  
11 as set forth in Paragraphs 11-12 of this Judgment and (ii) his compliance  
12 with Section III of this Judgment.

13 11. The People's agreement to, and the Court's approval of, this Judgment is expressly  
14 premised upon the truthfulness, accuracy, and completeness of the following financial  
15 information, all of which includes material information relied upon by the People in negotiating  
16 and agreeing to the terms of this Judgment: defendant Timothy C. Moses's sworn declaration  
17 regarding his financial condition.

18 12. If, upon motion, this Court should find that defendant Timothy C. Moses made a  
19 material misrepresentation or omitted material information concerning his financial condition,  
20 then the suspension of the monetary judgment as to that Defendant shall be vacated, and the Court  
21 without further adjudication shall enter judgment holding defendant Timothy C. Moses liable for  
22 the full amount set forth in Paragraph 10.

23 13. Pursuant to California Business & Professions Code sections 17206 and 17536,  
24 Defendant Chase Moses shall pay civil penalties in the total amount of one million, thirty-five  
25 thousand dollars (\$1,035,000.00).

26 a. Defendant Chase Moses shall make a payment of ten thousand dollars  
27 (\$10,000.00) within seven (7) days of entry of this Judgment pursuant to  
28 wire instructions provided by Plaintiff. Defendant Chase Moses shall also

1 make a payment of twenty-five thousand dollars (\$25,000.00) pursuant to  
2 wire instructions provided by Plaintiff at the earlier of either: (i) twelve  
3 months following entry of this Judgment or (ii) within seven (7) days of the  
4 date on which Chase Moses receives funds from the sale, or refinance, of  
5 any real property that he, or an entity in which he has an ownership  
6 interest, owns.

7 b. The remaining penalties amount, one million dollars (\$1,000,000.00), is  
8 suspended contingent upon (i) the accuracy and completeness of defendant  
9 Chase Moses's sworn declarations regarding his financial condition, as set  
10 forth in Paragraphs 14-15 of this Judgment and (ii) his compliance with  
11 Section III of this Judgment.

12 14. The People's agreement to, and the Court's approval of, this Judgment is expressly  
13 premised upon the truthfulness, accuracy, and completeness of the following financial  
14 information, all of which includes material information relied upon by the People in negotiating  
15 and agreeing to the terms of this Judgment: Defendant Chase Moses's sworn declaration  
16 regarding his financial condition.

17 15. If, upon motion, this Court should find that defendant Chase Moses made a  
18 material misrepresentation or omitted material information concerning his financial condition,  
19 then the suspension of the monetary judgment as to that Defendant shall be vacated, and the Court  
20 without further adjudication shall enter judgment holding defendant Chase Moses liable for the  
21 full amount set forth in Paragraph 13.

22 16. Pursuant to California Business & Professions Code sections 17206 and 17536,  
23 defendant First Call shall pay civil penalties in the total amount of five thousand dollars  
24 (\$5,000.00), pursuant to wire instructions provided by Plaintiff. Defendant First Call shall make  
25 payment of the civil penalty within seven (7) days of entry of this Judgment.

26 **V. GENERAL PROVISIONS**

27 17. Jurisdiction is retained for the purpose of enabling any party to this Judgment to  
28 apply to the Court at any time for such further orders and directions as may be necessary and

1 appropriate for the construction or carrying out of the Judgment, for the modification of any of  
2 the provisions thereof, for the enforcement of compliance herewith, or for the punishment of  
3 violations hereof.

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

6 19. Nothing in this Judgment shall be deemed to be an approval by the State of  
7 California or the California Attorney General of any of Defendants' practices. Further, neither  
8 Defendants nor anyone acting on their behalf shall state or imply, or cause to be stated or implied,  
9 that the California Attorney General or any other governmental unit of California has approved,  
10 sanctioned, or authorized any practice, act, advertisement, or conduct of Defendants.

11 20. Defendants shall cooperate fully with the California Attorney General's Office in  
12 any investigation concerning compliance with this Judgment.

13 21. The provisions of the Judgment are applicable to Defendants, and to each of their  
14 agents, representatives, and to all persons acting by, through, under, or on behalf of Defendants,  
15 and to all persons acting in concert with or participating with Defendants with actual or  
16 constructive knowledge of this Judgment.

17 22. The exclusive right to enforce any violation of this Judgment shall be with the  
18 parties to this Judgment and the Court.

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23. The clerk is ordered to enter this Judgment forthwith. This Judgment shall take effect immediately upon the entry thereof.

**IT IS SO ORDERED**, this 07th day of July, 2026.



A handwritten signature in black ink, appearing to read "Christopher K. Lui".

Christopher K. Lui / Judge

**JUDGE OF THE SUPERIOR COURT**

**DECLARATION OF SERVICE BY E-MAIL**

**Case Name:** People v. The Alera 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 June 25, 2026, I electronically served the following document[s]:

**STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION AS TO DEFENDANTS SHELLEY STEELE, TIMOTHY C. MOSES, CHASE MOSES, AND FIRST CALL TELEMEDICINE, LLC**

**EXHIBIT A [PROPOSED] FINAL JUDGMENT AS TO DEFENDANTS SHELLEY STEELE, TIMOTHY C. MOSES, CHASE MOSES, AND FIRST CALL TELEMEDICINE, LLC**

5. I electronically served the aforementioned document[s] by emailing them to the following individual[s]:

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 June 25, 2026.

Lenee Pandino

Declarant

*Lenee Pandino*

Signature

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68543185.docx