

Exhibit 1 Definitions

The following terms used herein shall have the respective meanings defined below:

1.1 **Administrative Claim** means a Claim for payment of an expense or cost of a kind specified in Bankruptcy Code Section 503(b) and referenced in Bankruptcy Code Sections 507(a)(2), 507(b) or 1114(e)(2)(if any) including, the actual, necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors, including wages, taxes incurred by the Estates and Allowed as administrative expenses, and salaries, or commissions for services rendered after the commencement of these Chapter 11 Cases; **provided, however**, the term does not include U.S. Trustee Fees, which are treated separately in this Plan. For the avoidance of doubt, Administrative Claims include DIP Claims, which have been satisfied in full as of the date of this Plan and are Allowed Claims for purposes of this Plan. Allowed Administrative Claims include (1) payment of legal fees and costs of Petitioning Creditors regarding the filing of the petition for involuntary bankruptcy, pursuant to Section 503(b)(4) of the Bankruptcy Code to Stevens & Lee of \$42,221.00 in attorney fees and \$1,913 for costs; and (2) \$100,000 in payment for legal assistance to members of the Medical Class to negotiate medical debt related to the Alera members.

1.2 **Alera** means The Alera Companies, Inc., and its predecessor, Alera Healthcare, Inc.

1.3 **Allowed** means, with reference to any Claim and except as otherwise expressly set forth in this Plan, (i) a Claim (a) listed in the Schedules and not described on the Schedules as zero, disputed, unliquidated or contingent or (b) described in a timely Filed proof of claim and, in each case, as to which no objection or request for estimation has been Filed on or before any deadline therefor set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court or this Plan; or (ii) a Claim that is allowed (a) by a Final Order, (b) by an agreement between the Holder of such Claim and the Liquidating Trustee or (c) pursuant to the terms of this Plan. An Allowed Claim (i) includes a disputed Claim to the extent such disputed Claim becomes Allowed after the Effective Date and (ii) shall be net of any valid setoff or recoupment exercised with respect to such Claim pursuant to the provisions of the Bankruptcy Code and applicable law. Unless otherwise specified in this Plan, in Bankruptcy Code Section 506(b) or by Final Order of the Bankruptcy Court, "Allowed" Claims shall not, for purposes of distribution under this Plan, include costs of collection or interest on such Claim accruing from and after the Petition Date.

1.4 **Assets** means all assets and property of the Debtors of any nature whatsoever, including, all property of their respective Estates pursuant to Bankruptcy Code Section 541, Avoidance Action Recoveries, Cash, Causes of Action, equipment, General Litigation Recoveries, inventory, tax refunds, claims of right, interests and property, real and personal, tangible and intangible, and proceeds of any of the foregoing, including without limitation, proceeds of the sale of any Assets pending disbursement. For purposes of distributions under this Plan "Assets" shall not include any Assets subject to restrictions that are inconsistent with the use of those Assets to satisfy Claims; the Liquidating Trustee shall dispose of such Assets, if any, in accordance with applicable non-bankruptcy law.

1.5 **Avoidance Action Recoveries** means any funds received from the prosecution, settlement or other disposition of any Avoidance Actions.

1.6 **Avoidance Actions** means any claims or causes of action held by the Debtors or their Estates pursuant to 11 U.S. Sections 542, 544, 545, 547, 548, 550 or 553, provided, for the avoidance of doubt, Avoidance Actions shall not include any causes of action that constitute General Litigation Claims.

1.7 **Ballots** shall mean those ballots cast by the Holders of Claims who are entitled to vote in favor or against the Plan.

1.8 **Bankruptcy Code** means chapter 11 of title 11 of the United States Code, as now in effect or hereafter applicable to these Chapter 11 Cases.

1.9 **Bankruptcy Court or Court** means the United States Bankruptcy Court for the District of Delaware or any successor thereto that may be established by any act of Congress, or otherwise, and which has competent jurisdiction over the Chapter 11 Cases or this Plan.

1.10 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure, as amended, and the local rules of the Court, as applicable to these Chapter 11 Cases.

1.11 **Budget** has the meaning specified in the Final DIP Order.

1.12 **Business Day** means any day of the calendar week, except Saturday, Sunday, a “legal holiday,” as defined in Bankruptcy Rule 9006(a), or any day on which commercial banks are authorized or required by law to close in Wilmington, Delaware.

1.13 **Cash** means cash and cash equivalents including, checks and wire transfers.

1.14 **Cause of Action** means any cause of action or claim held by the Debtors, the Estates, the Trust or any of them of any nature or type whatsoever, at law or in equity, against any person or entity, including any Avoidance Action and General Litigation Claim.

1.15 **Chapter 11 Cases** means the above-captioned cases, jointly administered under Case No. 21-11548-JTD.

1.16 **Claim** means a claim, as defined by Bankruptcy Code Section 101(5), against the Debtors or their Assets, whether or not asserted.

1.17 **Class** means a class or category of Claims as classified and described in **Section 3** of this Plan.

1.18 **Confirmation Date** means the date on which the clerk of the Court enters the Confirmation Order on the Court’s docket.

1.19 **Confirmation Hearing** means the hearing on confirmation of this Plan pursuant to Bankruptcy Code Section 1129.

1.20 **Confirmation Order** means the order entered by the Court confirming this Plan in accordance with the Bankruptcy Code.

1.21 **Cramdown** means the confirmation of this Plan pursuant to Bankruptcy Code Section 1129(b) notwithstanding any rejection by an impaired Class or Classes of Holders of Claims or Interests of this Plan.

1.22 **Creditor** means a Holder of a Claim.

1.23 **Debtors** means (i) The Alieria Companies Inc., (ii) Advevo LLC, (iii) Ensurian Agency LLC, (iv) Tactic Edge Solutions LLC, and (v) USA Benefits & Administrators LLC, debtors and debtors in possession, and includes the Estates, where appropriate.

1.24 **Designated Notice** means notice and an opportunity for a hearing as defined in Section 102(a) of the Bankruptcy Code, with notice limited to the Liquidating Trustee, the Debtors, and their respective counsel, the Office of the United States Trustee, and other parties in interest who, after entry of the Confirmation Order, file a request for notice with the Clerk and serve a copy of such request on counsel to the Liquidating Trustee and the Debtors.

1.25 **Disallowed Claim** means: (a) a Claim, or any portion thereof, that has been disallowed by a Final Order of the Court or otherwise in accordance with the Plan; (b) a Claim that has been listed in the Schedules in the amount of zero dollars or an unknown amount or as contingent, disputed or unliquidated, and as to which no Proof of Claim has been timely filed or deemed timely filed with the Court pursuant to the Bankruptcy Code, any Final Order of the Court or other applicable law; or (c) a Claim that has not been listed in the Schedules and as to which no proof of claim has been timely filed or deemed timely filed with the Court pursuant to the Bankruptcy Code, any Final Order of the Court or other applicable law.

1.26 **Disclosure Statement** means the Disclosure Statement with respect to this Plan, as altered, modified, or amended in accordance with the Bankruptcy Code and the Bankruptcy Rules.

1.27 **Distribution** means Cash, Property, interests in Property or other value distributed under the Plan to the Holders of Allowed Claims and/or Trust Beneficial Interests.

1.28 **Distribution Record Date** means the Confirmation Date, unless a different date is designated by the Confirmation Order or other order of the Bankruptcy Court.

1.29 **District Court** means the United States District Court for the District of Delaware and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom, or any successor thereto.

1.30 **Effective Date** means two (2) days after the date on which each of the conditions to this Plan's Effective Date set forth herein has either been satisfied or waived in accordance with this Plan.

1.31 **Estates** means the estates of the Debtors created by the Debtors' Chapter 11 Cases pursuant to Bankruptcy Code Section 541.

1.32 ***Exculpated Claim*** means any claim related to any act or omission in connection with, relating to or arising out of the Debtors' in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the disposition of the Assets, the pursuit of confirmation of this Plan, the administration and implementation of this Plan, or the distribution of property under this Plan or any other related agreement; ***provided, however,*** that Exculpated Claims shall not include (i) any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability specifically identified in or preserved by this Plan, the Disclosure Statement, or the Plan Supplement constitutes an Exculpated Claim.

1.33 ***Exculpated Party*** means each of: (i) the Debtors and their professionals employed during the Chapter 11 Cases, (ii) Mike Roye, the independent director of the Debtors, (iii) GGG Partners, LLC, the Debtors' Chief Liquidation Officer, and its principals, employees and representatives, (iv) the Committee, and its members and professionals employed during the Chapter 11 Cases, and (v) the Liquidating Trustee, solely in his capacity as Liquidating Trustee. For the avoidance of doubt, other than Mike Roye and the Debtors' Chief Liquidation Officer, no current or former principal, director, officer, employee, or agent of the Debtors, including, without limitation, Shelley Steele, shall be an Exculpated Party.

1.34 ***Existing Debtor-Held Funds*** means any funds held by the Debtors as of the Effective Date.

1.35 ***File or Filed*** means properly filed with the clerk of the Bankruptcy Court in the Chapter 11 Cases, as reflected on the official docket of the Bankruptcy Court for the Chapter 11 Cases.

1.36 ***Final Order*** means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction that has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a stay, new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for stay, new trial, reargument, or rehearing shall then be pending or (b) if an appeal, writ of certiorari, stay, new trial, reargument, or rehearing has been sought, (i) such order or judgment shall have been affirmed by the highest court to which such order was appealed, certiorari shall have been denied, or a stay, new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and (ii) the time to take any further appeal, petition for certiorari, or move for a stay, new trial, reargument or rehearing shall have expired; ***provided, however,*** that the possibility that a motion under Bankruptcy Code Section 502(j), Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure may be, but has not been, filed with respect to such order shall not cause such order not to be a Final Order.

1.37 ***General Litigation Claims*** means any pre- or post-petition claims or causes of action held by the Debtors or their Estates that are not expressly released by this Plan ***provided,***

for the avoidance of doubt, General Litigation Claims shall not include any causes of action that constitute Avoidance Actions.

1.38 **General Litigation Recoveries** means any funds received from the prosecution, settlement or other disposition of any General Litigation Claims.

1.39 **Governmental Unit** shall have the meaning ascribed thereto in Bankruptcy Code Section 101(27).

1.40 Holder means

(a) as to any Claim:

(1) the owner or Holder of such Claim as such is reflected on the Proof of Claim filed with respect to such Claim;

(2) if no Proof of Claim has been filed with respect to such Claim, the owner or Holder of such Claim as shown on the Schedules or books and records of the Debtors or as otherwise determined by order of the Bankruptcy Court; or

(3) a transferee, if the owner or Holder of such Claim has transferred the Claim to a third party, advised the Debtors in writing of such transfer and the transferee, and filed notice of the transfer and transferee with the Clerk of the Bankruptcy Court as required by Bankruptcy Rule 3001(e); and

(b) as to any Equity Interest, all owners of Equity Interests as of the Confirmation Date.

1.41 **Impaired** means, with respect to any Class, that such Class is “impaired” under this Plan within the meaning of Bankruptcy Code Section 1124.

1.42 **Insider** shall have the same meaning ascribed thereto in Bankruptcy Code Section 101(31).

1.43 **Insider Claim** means a Claim held by an Insider.

1.44 **Intercompany Claim** means any Claim against a Debtor by any other Debtor, whether arising prior to or after the Petition Date.

1.45 **Interest** means the interest of any Holder of an equity security of any Debtor, within the meaning of Bankruptcy Code Section 101(16), represented by any issued and outstanding shares of common or preferred stock or other instrument evidencing a present ownership or membership interest in any of the Debtors, or any membership interest in any of the Debtors, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including a partnership, limited liability company or similar interest in a Debtor.

1.46 **Person** means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization, governmental unit, government (or agency or political subdivision thereof), or other entity, including, the Debtors.

1.47 **Petition Date** means December 3, 2021, with respect to Alera, and December 21, 2021, with respect to all Debtors other than Alera.

1.48 **Plan** means this Plan of Liquidation, dated June 26, 2023, as altered, modified, or amended in accordance with the Bankruptcy Code and the Bankruptcy Rules.

1.49 **Plan Documents** means this Plan, the Plan Supplement, the Disclosure Statement, the Trust Agreement, and all exhibits and schedules attached thereto, either in their present form or as each may be amended, supplemented, or otherwise modified from time to time.

1.50 **Plan Supplement** means the compilation of documents and forms of documents, schedules, and exhibits to this Plan to be filed not less than fifteen days prior to the date on which the Confirmation Hearing is commenced, including: the disclosure of the Liquidating Trustee, a notice address for the Liquidating Trustee, the proposed compensation for the Liquidating Trustee, amendments to the proposed Liquidation Trust Agreement, if any, a form of proposed Confirmation Order, a non-exclusive list of Causes of Action against Persons, and related documents as necessary or desirable to implement the terms of this Plan. The Plan Supplement may also include technical changes to this Plan as agreed by the Plan Proponents.

1.51 **Priority Tax Claim** means a Claim of a governmental unit of a kind entitled to priority under Bankruptcy Code Section 507(a)(8).

1.52 **Privilege** means all privileges available under applicable law, including without limitation the attorney-client privilege, accountant-client privilege, work product doctrine, joint defense privilege, and common interest privilege.

1.53 **Professionals** means all professionals employed in these Chapter 11 Cases pursuant to Bankruptcy Code Sections 327 or 1103.

1.54 **Schedules** means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors as required by Bankruptcy Code Section 521 and Bankruptcy Rule 1007, as amended or supplemented through the Effective Date.

1.55 **Secured Claim** means a Claim of a Creditor that is secured by property of the Estates, to the extent such Claim has a non-avoidable security interest in the underlying collateral, and in each case solely to the extent of the value of the Creditor's interest in the Estates' interest in such property, as provided in Bankruptcy Code Section 506(a). Subject to the same conditions, Secured Claim also means a Claim of a creditor that is subject to setoff under Bankruptcy Code Section 553, to the extent of the amount subject to setoff, as provided in Bankruptcy Code Section 506(a). Secured Claims include, but are not limited to, obligations to capital equipment lessors to the extent they possess the attributes set forth in this **Section 1.55**.

1.56 **Secured Tax Claim** means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under Bankruptcy Code Section 507(a)(8) (determined irrespective of any time limitations therein), and including any related Secured Claim for penalties.

1.57 **Sharity** means Sharity Ministries, Inc., and its predecessor, Trinity Ministries, Inc.

1.58 **Sharity Case** means the Chapter 11 bankruptcy case filed by Sharity on July 8, 2021, in the Bankruptcy Court, Case No. 21-11001-JTD.

1.59 **Sharity Plan** means the Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Sharity Ministries Inc. filed in the Sharity Case, on October 1, 2021 [Dkt. No. 223 in Sharity Case] (as further modified, supplemented and amended including all attachments and exhibits thereto), which was confirmed by order of the Bankruptcy Court entered in the Sharity Case on December 2, 2021 [Dkt. No. 343 in Sharity Case].

1.60 **Sharity Trust** means the Liquidating Trust established under the Sharity Plan.

1.61 **Sharity Trust Claim** means an Allowed Unsecured Claim in favor of the Sharity Trust in the amount of \$362,764,161.00, as set forth in **Section 8.8** of the Plan.

1.62 **Sharity Trustee** means the Liquidating Trustee appointed under the Sharity Plan to administer the Sharity Trust.

1.63 **Subordinated Claim** means a Claim subordinated to Unsecured Claims under Bankruptcy Code Section 510 or by the terms of an agreement enforceable under applicable law.

1.64 **Subordinated Governmental Claim** means any Claim held or asserted by any Governmental Unit (including any department, agency or subunit of any Governmental Unit) which is not a Priority Tax Claim.

1.65 **Trust** means the trust established on the Effective Date pursuant to this Plan to hold the Assets.

1.66 **Trust Agreement** means the form of trust agreement set forth in the Plan Supplement to be executed on the Effective Date to establish the Liquidation Trust.

1.67 **Trust Assets** means the Assets.

1.68 **Trust Beneficial Interest** means a beneficial interest in the Liquidation Trust.

1.69 **Trustee or Liquidating Trustee** means the Person so designated by the Liquidating Trust Agreement and approved by the Court in the Confirmation Order for purposes of administering and consummating this Plan under the Trust Agreement, including service as trustee for the Trust, and any successor appointed pursuant to this Plan. The proposed initial Trustee shall be Alieria LT, LLC.

1.70 **Trust Committee** means a committee composed of no more than two designees of the Committee and two designees of the Sharity Liquidating Trust. The Trust Committee shall provide oversight over the Liquidating Trustee as specified in the Trust Agreement.

1.71 **Trust Counsel** means the counsel retained by the Trustee to conduct the business of the Trust and pursue its litigation claims. The Liquidating Trustee shall retain knowledgeable and experienced counsel including Greenberg Traurig, LLP as its General Counsel and to pursue the Trust's claims against insiders and other third parties, except for third-party professionals, and Sirianni Youtz Spoonemore Hamburger and Mehri & Skalet to pursue the Trusts' claims against third-party professionals. Should the Trustee not elect to retain these law firms for these purposes, the Trustee must seek Court approval of any alternative selections.

1.72 **Trust Expense Fund** means a reserve to be established by the Trustee, in his sole discretion, to pay the Trust Expenses in accordance with the Trust Agreement, including, without limitation, costs and expenses of (i) counsel or other advisors retained by the Trustee, (ii) any liquidation or administration of the Trust Assets, and (iii) the litigation of objections to Claims and prosecution of Causes of Action. The amount of the Trust Expense Fund may be increased with the proceeds of the Trust Assets at any time in the sole discretion of the Trustee.

1.73 **UMC Cash** means all amounts to be Distributed to Holders of Unsecured Medical Claims from the Trust pursuant to the Unsecured Creditor Settlement and the Plan.

1.74 **Unimpaired** means, with respect to any Class, that such Class is not Impaired.

1.75 **Unity** means Unity Healthshare, Inc.

1.76 **Unity Class Certification Motion** means the Motion of Unity Class Representatives to Apply Bankruptcy Rule 7023 to This Matter and for an Order Certifying a Class of Unity Members with a Claim In This Bankruptcy Proceeding [Dkt. No. 344] filed in the Chapter 11 Cases on August 30, 2022.

1.77 **Unity Class POC** means, collectively, one or more class proofs of claim, filed by the Unity Class Representatives against the Debtors in the Chapter 11 Cases.

1.78 **Unity Class Representatives** means Corlyn Duncan, Bruce Duncan, Hanna Albina, and Ellen Larson, who filed the allowed unsecured class proofs of claim in the Chapter 11 Cases on behalf of the Unity Members and who also filed the Unity Class Certification Motion asking the Bankruptcy Court to certify the Unity Class POC as a class action claim under Bankruptcy Rule 7023.

1.79 **Unity Class Settlement Administrator** means the individual identified in the Plan Supplement chosen by the Ad Hoc Committee of Members with the consent of the Committee.

1.80 **Unity Members** means a class of persons consisting of all individuals who made one or more monthly payments to the Debtors, any time between November 1, 2016 and June 30, 2019, for a healthcare plan that included a Unity Healthshare component.

1.81 **Unity Member Class Claim** means the surviving proof of claim to be certified as a class action claim under the Unity Class Certification Motion and the Plan and Allowed as an Unsecured Claim in favor of the Unity Class against the substantively consolidated Debtors in the total, aggregate amount of \$297,903,437.00, as described in **Section 8.8(b)** of the Plan.

1.82 **Unsecured Claim** means a Claim that is (a) not secured by property of the Estates or otherwise entitled to treatment as a Secured Claim under Bankruptcy Code Section 506, (b) is not otherwise entitled to priority under Bankruptcy Code Sections 503 or 507, and (c) is not otherwise an Administrative Claim, Priority Tax Claim, claim for U.S. Trustee Fees, Secured Tax Claim, Secured Claim, Unsecured Priority Claim, Insider Claim, Subordinated Claim or Intercompany Claim. Unsecured Claims include, without limitation, Claims arising from the rejection of executory contracts and unexpired leases that are not otherwise Secured Claims, and any Claim arising prior to the Petition Date asserted or which can be asserted against any of the Debtors on account of or related to such Debtor's purported liability resulting either from the provision of medical services, including personal injury or wrongful death claims, or any other personal injury or worker's compensation claim.

1.83 **Unsecured Creditor Settlement** means a settlement by and among the Debtors, the Committee, the Sharity Trustee, and Unity Class Representatives, on behalf of the Unity Members, described more particularly in **Section 8.8** of the Plan, which shall be approved in connection with the Confirmation of the Plan, and, *inter alia*, provides for distributions from the Trust to Holders of Class 3 Unsecured Trade Claims and Class 4 Unsecured Medical Claims under the Plan.

1.84 **Unsecured Medical Claim** means, collectively, the Sharity Trust Claim and the Unity Member Class Claim.

1.85 **Unsecured Priority Claim** means a Claim that is not secured by property of the Estates or otherwise entitled to treatment as a Secured Claim under Bankruptcy Code Section 506, but is entitled to priority under Bankruptcy Code Sections 507(a)(4) or 507(a)(5).

1.86 **UTC Cash** means all amounts to be Distributed to Holders of Unsecured Trade Claims from the Liquidating Trust pursuant to the Unsecured Creditor Settlement and the Plan.

1.87 **Unsecured Trade Claim** means an Unsecured Claim which is not an Unsecured Medical Claim or a Subordinated Governmental Claim.

1.88 **U.S. Trustee Fees** means all fees and charges assessed against the Estates of the Debtors under 28 U.S.C. § 1930 of the United States Code.