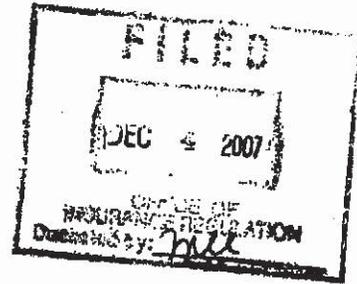




OFFICE OF INSURANCE REGULATION



KEVIN M. MCCARTY
COMMISSIONER

IN THE MATTER OF:

Case No.: 93026-07

AFFINITY HEALTH PLANS;

NATIONAL ALLIANCE HEALTHCARE;

NATIONAL TRADE BUSINESS
ALLIANCE OF AMERICA, a/k/a NATIONAL
TRADE BUSINESS ASSOCIATION,
a/k/a NATIONAL TRANSPORTATION
BENEFITS ALLIANCE ASSOCIATION;

NATIONAL ALLIANCE OF ASSOCIATIONS;

ALLIANCE ASSOCIATION HEALTH;

HEALTHCARE ALLIANCE;

NATIONAL ALLIANCE HEALTHCARE;

PROFESSIONAL BENEFITS CONSULTANTS
OF DELAWARE, a/k/a PERSONAL BENEFITS
CONSULTANTS, INC., d/b/a PBC DIRECT;

THOMAS J. SULLIVAN;

JAMES DOYLE; and

CHRISTOPHER ASHIOTES.

IMMEDIATE FINAL ORDER

TO:

AFFINITY HEALTH PLANS
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

NATIONAL ALLIANCE HEALTHCARE
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

NATIONAL TRADE BUSINESS ALLIANCE
OF AMERICA
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

NATIONAL TRADE BUSINESS ASSOCIATION
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

NATIONAL TRANSPORTATION BENEFITS
ALLIANCE ASSOCIATION
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

NATIONAL ALLIANCE OF ASSOCIATIONS
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

ALLIANCE ASSOCIATION HEALTH
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

HEALTHCARE ALLIANCE
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

PROFESSIONAL BENEFITS CONSULTANTS
OF DELAWARE
141 Ganttown Road, Suite C
Turnersville, New Jersey 08012

PERSONAL BENEFITS CONSULTANTS, INC.
141 Ganttown Road, Suite C
Turnersville, New Jersey 08012

PBC DIRECT
141 Ganttown Road, Suite C
Turnersville, New Jersey 08012

THOMAS J. SULLIVAN
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

JAMES DOYLE
141 Ganttown Road, Suite E
Turnersville, New Jersey 08012

JAMES DOYLE
Family Healthcare Services Inc.
d/b/a America's Best Benefits
2515 Camino Del Mar, Suite 11
Del Mar, California 92014

CHRISTOPHER ASHIOTES
141 Ganttown Road, Suite C
Turnersville, New Jersey 08012

KRISHEN IYER
American Life Healthcare, Inc.
2225 West Shaw Avenue
Fresno, California 93711

VENANCIO BAUTISTA
d/b/a Family Benefits
6421 Sommer Place
La Mesa, California 91942

VENANCIO BAUTISTA
Nationwide Benefits, Inc.
6421 Sommer Place
La Mesa, California 91942

ANTHONY FILIPPONE
Nationwide Benefits, Inc.
6421 Sommer Place
La Mesa, California 91942

MARGARET BAUTISTA
Nationwide Benefits, Inc.
6421 Sommer Place

La Mesa, California 91942

BRYAN AUTRY
International Med Tech, LLC
1135 Garnet #20
San Diego, California 92109

SHANDA VAIASUSO
d/b/a Nationwide Benefits, Inc.
2104 Greenwick Road
El Cajon, California 92019

STEFANO FILIPPONE
d/b/a U.S. Healthcare, Inc.
2321 Morena Boulevard, Suite C
San Diego, California 92110

ANTHONY J. FILIPPONE, Sr.
d/b/a U.S. Healthcare, Inc.
2321 Morena Boulevard, Suite C
San Diego, California 92110

ETHAN WILLIAM ERICKSON
Family Healthcare Services, Inc.
d/b/a America's Best Benefits
11526 Sorrento Valley Road, Suite E
San Diego, California 92121

YOU ARE HEREBY NOTIFIED that, pursuant to the Florida Insurance Code, including Section 624.307, Florida Statutes, the State of Florida, Office of Insurance Regulation (hereinafter referred to as the "OFFICE") of the Financial Services Commission, has caused an investigation to be made of the insurance-related activities of AFFINITY HEALTH PLANS; NATIONAL ALLIANCE HEALTHCARE; NATIONAL TRADE BUSINESS ALLIANCE OF AMERICA, a/k/a NATIONAL TRADE BUSINESS ASSOCIATION, a/k/a NATIONAL TRANSPORTATION BENEFITS ALLIANCE ASSOCIATION, (hereinafter collectively referred to as "NTBAA"); NATIONAL ALLIANCE OF ASSOCIATIONS, ALLIANCE ASSOCIATION HEALTH, HEALTHCARE ALLIANCE, NATIONAL ALLIANCE

HEALTHCARE, (hereinafter collectively referred to as "NAA"); PROFESSIONAL BENEFITS CONSULTANTS OF DELAWARE, a/k/a PERSONAL BENEFITS CONSULTANTS, INC., d/b/a PBC DIRECT, (hereinafter collectively referred to as PBC); THOMAS J. SULLIVAN; JAMES DOYLE; and CHRISTOPHER ASHIOTES.

As a result of that investigation, the OFFICE finds that:

1. The OFFICE has jurisdiction over the parties and the subject matter pursuant to Sections 120.569(2)(n) (Decisions which affect substantial interests), 624.307 (General Powers and duties), 624.317 (Investigation of agents, adjusters, administrators, service companies and others), 624.318 (Conduct of examination or investigation; access to records; correction of accounts; appraisals), 624.401 (Certificate of Authority), 626.901 (Representing or aiding unauthorized insurer prohibited), and 626.9541 (Unfair or deceptive acts or practices), Florida Statutes.

2. Section 624.401(1), Florida Statutes, states that no person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance in this state except as authorized by a subsisting Certificate of Authority issued to the insurer by the OFFICE.

3. Section 624.401(4), Florida Statutes, states that any person that acts as an insurer, transacts insurance, or otherwise engages in insurance activities in this state without a certificate of authority in violation of this section commits a felony of up to a first degree, punishable as provided in Sections 775.082, 775.083, or 775.084, Florida Statutes.

4. Section 626.901(5), Florida Statutes, states that the OFFICE may, pursuant to Section 120.569, Florida Statutes, and in its discretion, issue an immediate final order to cease and desist to any person or entity that violates this section. This same section further states that

the "Legislature finds that a violation of this section constitutes an imminent and immediate threat to the health, safety, and welfare of the residents of this state." (emphasis added)

5. Pursuant to Section 626.901(6), Florida Statutes, the OFFICE may investigate the accounts, records, documents, and transactions pertaining to the activities of any unauthorized insurer or person, which is or may be aiding or representing an unauthorized insurer.

6. Section 624.04, Florida Statutes, states that a "Person" includes an individual, insurer, company, association, organization, Lloyds, society, reciprocal insurer, or interinsurance exchange, partnership, syndicate, business trust, corporation, agent, general agent, broker, service representative, adjuster, and every legal entity.

7. Section 624.10, Florida Statutes, states that "transacting insurance" includes: solicitation or inducement, preliminary negotiations, effectuation of a contract of insurance, or transaction of matters subsequent of effectuation of a contract of insurance and arising out of it.

8. Section 626.901(1), Florida Statutes, states that no person shall directly or indirectly act as an agent for, or otherwise represent or aid on behalf of another, any insurer not then authorized to transact such insurance in this state or in any other manner represent or assist such an insurer in the transaction of insurance with respect to subjects of insurance resident, located, or to be performed in this state.

9. Section 626.901(1)(a) through (h), Florida Statutes, identifies what aiding or representing entails:

(1) No person shall, from offices or by personnel or facilities located in this state, or in any other state or country, directly or indirectly act as agent for, or otherwise represent or aid on behalf of another, any insurer not then authorized to transact such insurance in this state in:

(a) The solicitation, negotiation, procurement, or effectuation of insurance or annuity contracts, or renewals thereof;

- (b) The dissemination of information as to coverage or rates;
 - (c) The forwarding of applications;
 - (d) The delivery of policies or contracts;
 - (e) The inspection of risks;
 - (f) The fixing of rates;
 - (g) The investigation or adjustment of claims or losses; or
 - (h) The collection or forwarding of premiums;
- or in any other manner represent or assist such an insurer in the transaction of insurance with respect to subjects of insurance resident, located, or to be performed in this state.....

10. NTBAA and NAA are New Jersey corporations headquartered in Turnersville, New Jersey. THOMAS J. SULLIVAN is the President of NTBAA and NAA. James Doyle is the Secretary and Treasurer of NTBAA. The NTBAA and NAA are membership associations that purportedly provide health insurance as well as accidental death and dismemberment insurance to its members. [Attached as Composite Exhibit "A" is a copy of records maintained by the New Jersey Secretary of State].

11. PBC is engaged in the business of marketing, sale, and distribution of health and insurance products. THOMAS J. SULLIVAN, in addition to being President of NTBAA and NAA, was also the incorporator of PBC. CHRISTOPHER ASHIOTES serves as Vice President and Director of Marketing for PBC.

12. NTBAA entered into a contract with PBC to market health insurance benefits to NTBAA members. [Attached as Exhibit "B"]. In turn, PBC contracted with multiple companies and individuals, including: ETHAN WILLIAM ERICKSON, FAMILY HEALTHCARE SERVICES, INC., D/B/A AMERICA'S BEST BENEFITS, AMERICAN LIFE HEALTHCARE, INC., KRISHEN IYER, VENANCIO BAUTISTA, FAMILY BENEFITS, BRYAN AUTRY, INTERNATIONAL MED TECH, LLC, SHANDA VAIASUSO,

NATIONWIDE BENEFITS, INC., ANTHONY FILPPONE, MARGARET BAUTISTA, STEFANO FILPPONE, ANTHONY J. FILIPPONE, SR., AND U.S. HEALTHCARE, INC. who sent out mass solicitations by facsimile (also know as "fax blasting") to solicit insurance sales to individuals in Florida and other states, including individuals who were not members of NTBAA or NAA. [Marketing contracts attached as Composite Exhibit "C"].

13. The solicitations faxed by the individuals and/or entities listed in Paragraph 12, herein, purported to sell policies underwritten by: AFFINITY HEALTH PLANS OF AMERICA and/or NATIONAL ALLIANCE HEALTHCARE.

14. OFFICE records reveal that none of the following entities currently hold or have ever been granted a license or Certificate of Authority by the OFFICE authorizing the entity or individual to transact health insurance business, Discount Medical Plan Organization (DMPO) business or insurance business in any capacity, nor are the following entities registered as eligible surplus lines insurance carriers: NATIONAL ALLIANCE HEALTHCARE, AFFINITY HEALTH PLANS OF AMERICA, NATIONAL TRADE BUSINESS ALLIANCE OF AMERICA, NATIONAL TRADE BUSINESS ASSOCIATION, NATIONAL TRANSPORTATION BENEFITS ALLIANCE ASSOCIATION, NATIONAL ALLIANCE OF ASSOCIATIONS, ALLIANCE ASSOCIATION HEALTH, HEALTHCARE ALLIANCE, NTBAA and NAA. [Certificates of Non-Authority are attached as Composite Exhibit "D"].

15. Despite the absence of any Certificate of Authority or any other authorization to transact insurance business in Florida, AFFINITY HEALTH PLANS and NATIONAL ALLIANCE HEALTHCARE are currently illegally engaging in the unlicensed, unauthorized, transaction of insurance covering consumers located in Florida, in violation of the Florida Insurance Code including, Sections 624.401, and 626.901, Florida Statutes.

16. THOMAS J. SULLIVAN, JAMES DOYLE and CHRISTOPHER ASHIOTES are not licensed as insurance representatives of any type by the State of Florida. [Attached as Composite Exhibit "E" are Certificates of Non-Licensure for THOMAS J. SULLIVAN, JAMES DOYLE and CHRISTOPHER ASHIOTES].

17. AFFINITY HEALTH PLANS and NATIONAL ALLIANCE HEALTHCARE have been aided and abetted in their unauthorized transaction of insurance by officers, representatives, employees and agents of the entities referenced herein, including, THOMAS J. SULLIVAN, JAMES DOYLE and CHRISTOPHER ASHIOTES, NTBAA, NAA and PBC in violation of Section 626.901, Florida Statutes.

18. Consumer complaint records maintained by the Florida Department of Financial Services, Office of Consumer Services reflect that AFFINITY HEALTH PLANS and NATIONAL ALLIANCE HEALTHCARE by and through the entities and individuals listed herein have been and are currently soliciting Florida consumers through fax blasting advertisements to Florida consumers to purchase health insurance, dental insurance, hospitalization coverage, accident insurance, vision, hearing and chiropractic insurance. Each such transaction constitutes the unauthorized transaction of insurance and is considered the commission of a felony under Florida law. [Attached as Composite Exhibit "F" are sample faxes soliciting the sale of insurance to Florida consumers].

19. Pursuant to the information received from the Department of Financial Services, Division of Consumer Services, from July 2006 to the present, approximately 790 Florida consumers have purchased insurance through one of the aforementioned unauthorized entities. These illegal transactions have generated multiple consumer complaints for the non-payment of claims and complaints for sales involving unfair and deceptive practices in violation of Section

626.9541, Florida Statutes (Florida's Unfair Trade Practices Act). These unpaid claims are currently in excess of \$100,000.00. This presents an imminent and immediate danger to the health, safety and welfare of Florida consumers.

20. Review of complaints related to AFFINITY HEALTH PLANS and NATIONAL ALLIANCE HEALTHCARE's business in Florida reflect that officers, representatives, employees and agents of those entities and NTBAA and NAA, including, THOMAS J. SULLIVAN, JAMES DOYLE and CHRISTOPHER ASHIOTES have violated and continue to violate provisions of the Florida Insurance Code, including Section 626.901, Florida Statutes by assisting in the solicitation, negotiation, procurement and transaction of insurance by an unauthorized entity.

21. By way of example, the following consumers have been victims of AFFINITY HEALTH PLANS and NATIONAL ALLIANCE HEALTHCARE's illegal activities in Florida:

(a) The affidavit of Jill Cardillo [attached as Exhibit "G"] indicates that on or about February 26, 2007, Mrs. Cardillo received an unsolicited fax at her place of employment promising affordable health care coverage for her family through AFFINITY HEALTHCARE. Mrs. Cardillo purchased family coverage which became effective on or about March 2007. In April, 2007, Mr. Cardillo suffered a heart attack, was hospitalized and underwent a surgical procedure. To date, the Cardillo's claims have gone unpaid.

(b) The affidavit of Tina Gore, [attached as Exhibit "H"] indicates that on or about August 23, 2007, Ms. Gore received an unsolicited fax at her place of employment offering health insurance through a company called NATIONAL ALLIANCE HEALTHCARE.

(c) The affidavit of Luciana Steadman, [attached as Exhibit "I"] indicates that or about August, 2007, Ms. Steadman's place of business received an unsolicited fax regarding a

health plan through AFFINITY HEALTHCARE. Ms. Steadman paid the application fee and first month's premium. However, when she did not receive her policy information as promised she cancelled her policy and requested a refund. To date, Ms. Steadman has not received a refund of her premium.

(d) The affidavit of Carol Levin, [attached as Exhibit "J"], indicates on or about September 1, 2006, Ms. Levin received an unsolicited fax offering to sell health insurance through AFFINITY HEALTHCARE. Ms. Levin purchased the insurance and paid monthly premiums until July, 2007, when she cancelled her policy for the company's failure to pay claims.

22. None of the entities or individuals listed herein are subject to any exception to the requirement of the Florida Insurance Code, including exceptions outlined in Section 624.402, Florida Statutes, for licensure to transact insurance in Florida, nor are they subject to any exception to the requirements of the Surplus Lines Law, Sections 626.913 – 626.937, Florida Statutes.

23. AFFINITY HEALTH PLANS and NATIONAL ALLIANCE HEALTHCARE's activities have not been limited to Florida. Numerous states have issued Orders or are currently taking actions against the entities and/or individuals listed herein. In fact, JAMES DOYLE and CHRISTOPHER ASHIOTES recently pled guilty to felony insurance code violations in Texas and were sentenced to five (5) years probation, 400 hours of community service, and total restitution in the amount of \$630,000.00.

24. Based upon the foregoing, the OFFICE finds that the entities and individuals referenced herein are engaging in and assisting in the unauthorized transaction of insurance in

Florida, in violation of the Florida Insurance Code including, Sections 624.401, and 626.901, Florida Statutes.

WHEREFORE, pursuant to the Florida Insurance Code and other applicable statutes, including, Sections 626.901(5) and 120.569(2)(n), Florida Statutes, the OFFICE finds that the continued unauthorized illegal transactions by AFFINITY HEALTH PLANS and NATIONAL ALLIANCE HEALTHCARE as assisted by NTBAA, (including all of its aliases listed hereinabove), NATIONAL ALLIANCE OF ASSOCIATIONS, ALLIANCE ASSOCIATION HEALTH, HEALTHCARE ALLIANCE, NAA, (including all of its aliases listed hereinabove), PROFESSIONAL BENEFITS CONSULTANTS OF DELAWARE, a/k/a PERSONAL BENEFITS CONSULTANTS, INC. d/b/a PBC DIRECT (including all of its aliases listed herein), THOMAS J. SULLIVAN, JAMES DOYLE, AND CHRISTOPHER ASHIOTES, in violation of the Florida Insurance Code, constitutes an immediate danger to the public welfare so as to require the issuance of this **IMMEDIATE FINAL ORDER**.

Accordingly, **IT IS HEREBY ORDERED**:

A) AFFINITY HEALTH PLANS, NATIONAL ALLIANCE HEALTHCARE, NATIONAL TRADE BUSINESS ALLIANCE OF AMERICA, NATIONAL TRADE BUSINESS ASSOCIATION, NATIONAL TRANSPORTATION BENEFITS ALLIANCE ASSOCIATION, NATIONAL ALLIANCE OF ASSOCIATIONS, ALLIANCE ASSOCIATION HEALTH, HEALTHCARE ALLIANCE, PROFESSIONAL BENEFITS CONSULTANTS OF DELAWARE, PERSONAL BENEFITS CONSULTANTS, INC., PBC DIRECT, THOMAS J. SULLIVAN, JAMES DOYLE, CHRISTOPHER ASHIOTES, KRISHEN IYER, AMERICAN LIFE HEALTHCARE, INC., VENANCIO BAUTISTA, FAMILY BENEFITS, NATIONWIDE BENEFITS, INC., BRYAN AUTRY, INTERNATIONAL MED TECH, LLC, ANTHONY

FILIPPONE, MARGARET BAUTISTA, SHANDA VAIASUSO, STEFANO FILIPPONE, ANTHONY J. FILIPPONE, Sr., U.S. HEALTHCARE, INC., ETHAN WILLIAM ERICKSON, FAMILY HEALTHCARE SERVICES, INC., and AMERICA'S BEST BENEFITS, whether acting directly or indirectly through named or unnamed persons, successor companies, entities, agents, or otherwise, shall immediately **CEASE AND DESIST** from the transaction of any unlicensed, unauthorized, transaction of insurance contracts covering Florida consumers or any other activity otherwise regulated by the OFFICE.

B) AFFINITY HEALTH PLANS, NATIONAL ALLIANCE HEALTHCARE, NATIONAL TRADE BUSINESS ALLIANCE OF AMERICA, NATIONAL TRADE BUSINESS ASSOCIATION, NATIONAL TRANSPORTATION BENEFITS ALLIANCE ASSOCIATION, NATIONAL ALLIANCE OF ASSOCIATIONS, ALLIANCE ASSOCIATION HEALTH, HEALTHCARE ALLIANCE, PROFESSIONAL BENEFITS CONSULTANTS OF DELAWARE, PERSONAL BENEFITS CONSULTANTS, INC., PBC DIRECT, THOMAS J. SULLIVAN, JAMES DOYLE and CHRISTOPHER ASHIOTES, shall within five (5) days of the date this **IMMEDIATE FINAL ORDER** is received, notify in writing, each and every agent, broker, salesperson, and other marketing outlet that is presently or that has in the past been used to solicit, sell, or deliver AFFINITY HEALTH PLANS and/or NATIONAL ALLIANCE HEALTHCARE products in Florida, of the cessation of the Florida business of AFFINITY HEALTH PLANS and NATIONAL ALLIANCE HEALTHCARE, because they are unlicensed, and shall also inform such persons and entities that any pending transfers will not be processed and that no further applications will be accepted nor contracts issued by AFFINITY HEALTH PLANS and/or NATIONAL ALLIANCE HEALTHCARE, and shall immediately thereafter file

with the OFFICE a sworn attestation of each officer and director that there has been full and complete compliance with this provision.

C) Within ten (10) days of the execution of this **IMMEDIATE FINAL ORDER**, the entities and individuals referenced herein shall file with the OFFICE, pursuant to Section 626.301(6), Florida Statutes, a copy of all policies issued to residents of the State of Florida as well as a detailed spreadsheet compiling the information contained in all contracts issued to residents of the State of Florida. Such information shall be submitted in Excel (.xls) in column format and include at a minimum; last name, first name, address, phone number, premium amount, claims information (including all unpaid claims) and the amount and date of the payment(s) required pursuant to paragraph "D" below.

D) The entities and individuals identified in this **IMMEDIATE FINAL ORDER** shall pay and otherwise fully service all valid claims on any and all insurance policies executed in the State of Florida or with any Florida consumer, pursuant to Section 626.901(2), Florida Statutes, and shall within ten (10) days issue refunds to all Florida consumers who have paid monies to any of the entities identified herein.

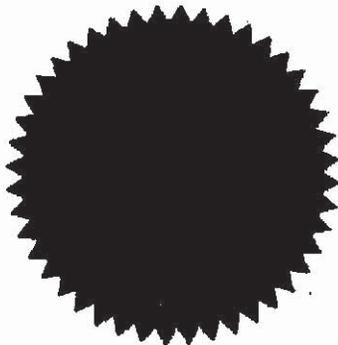
E) The entry of this **IMMEDIATE FINAL ORDER**, or any amendment thereto, shall not be interpreted as having, nor shall it have, the effect of abrogating any statutory, common law, chose of action or contractual rights of any person or entity involved directly or indirectly in, or that has relied on, the representations and actions of **AFFINITY HEALTH PLANS, NATIONAL ALLIANCE HEALTHCARE, NATIONAL TRADE BUSINESS ALLIANCE OF AMERICA, NATIONAL TRADE BUSINESS ASSOCIATION, NATIONAL TRANSPORTATION BENEFITS ALLIANCE ASSOCIATION, NATIONAL ALLIANCE OF ASSOCIATIONS, ALLIANCE ASSOCIATION HEALTH, HEALTHCARE ALLIANCE,**

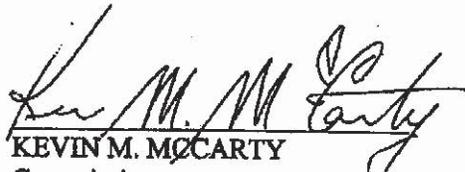
PROFESSIONAL BENEFITS CONSULTANTS OF DELAWARE, PERSONAL BENEFITS CONSULTANTS, INC., PBC DIRECT, THOMAS J. SULLIVAN, JAMES DOYLE and CHRISTOPHER ASHIOTES, KRISHEN IYER, AMERICAN LIFE HEALTHCARE, INC., VENANCIO BAUTISTA, FAMILY BENEFITS, NATIONWIDE BENEFITS, INC., BRYAN AUTRY, INTERNATIONAL MED TECH, LLC, ANTHONY FILIPPONE, MARGARET BAUTISTA, SHANDA VALIASUSO, STEFANO FILIPPONE, ANTHONY J. FILIPPONE, Sr., U.S. HEALTHCARE, INC., ETHAN WILLIAM ERICKSON, FAMILY HEALTHCARE SERVICES, INC., and AMERICA'S BEST BENEFITS.

F) The issuance of this **IMMEDIATE FINAL ORDER** and the procedural safeguards set forth herein are concluded to be fair under the circumstances due to the potential grave harm resulting from unauthorized insurance entities engaging in the business of insurance in Florida. The transaction of the unauthorized business of insurance, is criminal felony activity as defined by Section 626.902, Florida Statutes, and is per se immediately harmful to the public of Florida. Further, such activity by AFFINITY HEALTH PLANS, NATIONAL ALLIANCE HEALTHCARE, NATIONAL TRADE BUSINESS ALLIANCE OF AMERICA, NATIONAL TRADE BUSINESS ASSOCIATION, NATIONAL TRANSPORTATION BENEFITS ALLIANCE ASSOCIATION, NATIONAL ALLIANCE OF ASSOCIATIONS, ALLIANCE ASSOCIATION HEALTH, HEALTHCARE ALLIANCE, PROFESSIONAL BENEFITS CONSULTANTS OF DELAWARE, PERSONAL BENEFITS CONSULTANTS, INC., PBC DIRECT, THOMAS J. SULLIVAN, JAMES DOYLE and CHRISTOPHER ASHIOTES, KRISHEN IYER, AMERICAN LIFE HEALTHCARE, INC., VENANCIO BAUTISTA, FAMILY BENEFITS, NATIONWIDE BENEFITS, INC., BRYAN AUTRY, INTERNATIONAL MED TECH, LLC, ANTHONY FILIPPONE, MARGARET BAUTISTA,

SHANDA VAIASUSO, STEFANO FILIPPONE, ANTHONY J. FILIPPONE, Sr., U.S. HEALTHCARE, INC., ETHAN WILLIAM ERICKSON, FAMILY HEALTHCARE SERVICES, INC., and AMERICA'S BEST BENEFITS presents financial harm to Florida consumers, the extent of which cannot be discovered immediately. All such activity presents an immediate danger to the public health, safety, or welfare of Florida consumers and requires immediate action through this Order.

DONE AND ORDERED this 4th day of December, 2007.




KEVIN M. MCCARTY
Commissioner
Office of Insurance Regulation

NOTICE OF RIGHTS

Any party to these proceedings adversely affected by this Order is entitled to seek review of this Order pursuant to Section 120.68, Florida Statutes, and Rule 9.110, Fla. R. App. P. Review proceedings must be instituted by filing a petition or notice of appeal with the General Counsel, for the Office of Insurance Regulation, acting as the Agency Clerk, at 612 Larson Building, Tallahassee, Florida, 32399 and filing a copy of the same with the appropriate District Court of Appeal within thirty (30) days of rendition of this Order.

EXHIBIT A



New Jersey State Business Gateway Service

Corporate and Business Information Reporting

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Gateway Watch - Business Entity Search Results

Name List

Following are the names that match your search request and a listing of filing (registration) numbers associated with the names. If you wish to receive an online status report, or place an order for a standing certificate, click the appropriate box(es) to the right of the name(s) you are interested in. If you wish to request a timed update, indicate the date on which the update is to be produced. If you wish to perform a new search, your selections will be added to your Shopping Cart and saved until you are finished searching and proceed with your purchase.

These results are current through 11/02/2007.

You Searched For: National Trade Business Alliance Within Business Entity Search: Business Entity of America

Fee Schedule	
Status Reports:	\$ 5.00 each
Standing Certificates*:	\$ 40.00 each
Timed Updates:	\$ 5.00 each
* FLC and LLC Standing Certificates are \$ 75.00 each.	
Payment Information	
Pay Online via Credit Card or Depository Account. Please note that you will not be charged for a Timed Update until it has been sent to you.	

Business Entity Name	Filing Number	Type Code	Purchase Status Report	Purchase Standing Certificate	Purchase Timed Update (example date format: 01/23/2002)	Purchase Timed Update (example date format: 01/23/2002)
1 NATIONAL TRADE BUSINESS ALLIANCE OF AMERICA A NJ NONPROFIT CORPORATION	0400145257	NP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>



Your search returned 1 matches.
1 records displayed on Page 1 of 1

If you have selected an item and would like to Perform a New Search, that item will be saved in your Shopping Cart.

XXXXXXXXXXXX

XXXXXXXXXXXX

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New Jersey State Business Gateway Service

Corporate and Business Information Reporting

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Gateway Watch - Business Entity Search Results

Name List

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These results are current through 11/02/2007.

You Searched For: Thomas Sullivan

Within Business Entity Search: Officer/Director Name

Fee Schedule	
Status Reports:	\$ 5.00 each
Standing Certificates*:	\$ 40.00 each
Timed Updates:	\$ 5.00 each
* FLC and LLC Standing Certificates are \$ 75.00 each.	
Payment Information	
Pay Online via Credit Card or Depository Account. Please note that you will not be charged for a Timed Update until it has been sent to you.	

Business Entity Name (Officer Name)	Filing Number	Type Code	Purchase Status Report	Purchase Standing Certificate	Purchase Timed Update (example date format: 01/23/2002)	Purchase Timed Update (example date format: 01/23/2002)
1 BACK PORCH BURNT HILL LIMITED LIABILITY COMPANY (THOMAS SULLIVAN,007)	0400112009	LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 BACK PORCH BASIN LIMITED LIABILITY COMPANY	0400122921	LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3	(THOMAS SULLIVAN, 007) NATIONAL TRADE BUSINESS ALLIANCE OF AMERICA A NJ NONPROFIT CORPORATION (THOMAS SULLIVAN, 007)	0400145257	NP	<input type="checkbox"/>					
4	(THOMAS SULLIVAN, 007) NATIONAL ASSOCIATIONS A NJ NONPROFIT CORPORATION (THOMAS SULLIVAN, 007)	0400198727	NP	<input type="checkbox"/>					



Your search returned 4 matches.
4 records displayed on Page 1 of 1

If you have selected an item and would like to Perform a New Search, that item will be saved in your Shopping Cart.



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EXHIBIT B

MARKETING AGREEMENT

This Agreement (hereinafter referred to as "Agreement") entered into this 19th day of March, 2006, by and between PBC Marketing Group performing marketing and management functions and NTBAA Association, (hereinafter referred to as "COMPANY") whose principal business address is 141 Ganttown Rd. Turnersville, NJ 08012, Suite E.

WHEREAS, PBC Direct is engaged in the business of the development, design, marketing, sale and distribution of discount health cost containment programs, lifestyle benefits and/or insurance products (hereinafter collectively referred to as "Products and Services").

WHEREAS, COMPANY intends to provide through its association one or more of the Products and Services to its clients, members, etc. (hereinafter collectively referred to as "Clients"); and

WHEREAS, COMPANY desires to engage the services of PBC Direct, agrees to establish a business relationship with PBC Direct with regard to offering one or more PBC Direct, Products and Services, (The providers of which are hereinafter referred to as "Vendors");

PBC Direct may request COMPANY to enter into secondary agreements with parties such as vendors, third party administrators, and or insurance carriers. Said agreement's purpose will be to facilitate the delivery and implementation of products and or services being provided to COMPANY as stated herein. The products or services provided to COMPANY by PBC Direct are only available to COMPANY as long as PBC Direct vendors continue to provide same to PBC Direct, and the pricing structure will be honored as long as the price to PBC Direct stays constant. Should the status of the availability or pricing change or there is a pending change, PBC Direct will give notice of vendor changes or pricing changes to COMPANY as soon as reasonably possible or within 30 days if vendor gives same notice to PBC Direct.

COMPANY agrees to provide PBC Direct:

- 1) Copies of proof of valid Association, By Laws, and Articles of Incorporation
- 2) Copies of any marketing materials depicting products and or services provided by PBC
- 3) Links to any and all web sites depicting products and or services provided by PBC Direct
- 4) Sales scripts used that depict products and or services provided by PBC
- 5) Agrees to modify any marketing material mentioned above to meet the requirements of PBC or vendors providing products or services

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, PBC Direct and COMPANY have agreed to do as follows:

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CONFIDENTIAL INFORMATION

Confidential Information shall mean all information, documents, names of customers, clients and/or members, software, present and future products, price quotes, proposed commission structures, and policies (including listing thereof and documentation related thereto) disclosed by either party hereto to the other during the term of this Agreement. The parties acknowledge and agree that the Confidential Information is proprietary to, and a valuable trade secret of, the disclosing party, and that any disclosure or unauthorized use thereof will cause irreparable harm to the disclosing party. COMPANY will not disclose to any third party any of the terms and conditions of this Agreement. PBC Direct reserves the right to terminate this Agreement by giving written notice to COMPANY in the event of any impermissible disclosure hereunder. Likewise, PBC Direct will not disclose to any third party any of the terms and conditions of this agreement.

Either COMPANY or PBC Direct reserves the right to terminate this Agreement by giving written notice to the defaulting party in the event of any impermissible disclosure of CONFIDENTIAL INFORMATION.

Accordingly, the parties each agree and undertake:

- (A) To treat Confidential Information in confidence and use it only in connection with this Agreement;
- (B) Not to copy, in whole or in part, Confidential Information except insofar as is reasonably necessary for performance of the Agreement;
- (C) Not to disclose Confidential Information;
- (D) To return Confidential Information, including all copies and records thereof, at the expiration or earlier termination of this Agreement, provided however, that the parties may retain such information as is reasonably necessary for the performance of the parties' respective duties and obligations after expiration of the Agreement;
- (E) Not to use Confidential Information to compete or assist any person or entity in competing with the business of the other party or its affiliates;
- (F) Not to use, sell or in any way violate the privacy of the COMPANY clients' or members' names, which shall become available to each other through the servicing of this relationship; and
- (G) To keep strictly confidential the terms and conditions of this Agreement.

Should COMPANY divulge pricing information from this Agreement to a third party, PBC Direct may change the pricing described in an schedules or exhibits at PBC Direct's sole discretion. COMPANY and PBC Direct both shall take all measures necessary to safeguard the Confidential Information from unauthorized use or disclosure and, in any event, each party shall provide at least the same degree of care and control of the Confidential Information as each party exercises toward its own trade secrets, proprietary, confidential and copyright protected information.

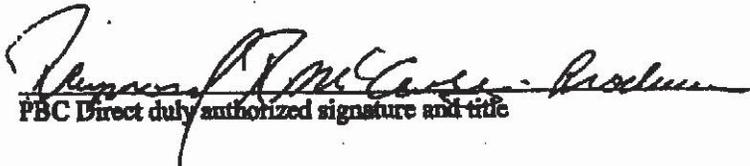
NON-CIRCUMVENTION

The COMPANY for and on behalf of its officers, directors, and principal shareholders agrees that during the term of this Agreement, and renewal term and for one year after the termination of this Agreement, it and they shall not directly or indirectly circumvent PBC Direct, including, but not limited to, the following conduct: contracting with any vendors under contract with PBC Direct for the same products as PBC Direct is providing COMPANY, hiring any employee of PBC Direct; utilizing PBC Direct's confidential provider lists to solicit and/or contract with any providers for any purpose.

The covenants by the COMPANY contained in this paragraph are of the essence of this Agreement and PBC Direct would not enter into this Agreement and/or appoint the COMPANY hereunder in the absence of such covenants. In consideration of such covenants for selling memberships and to entrust to COMPANY provider lists, marketing materials, and other related confidential information pertaining to the business of PBC Direct, the COMPANY hereby expressly agrees that the utilization of such training and sales information in competition against PBC Direct or its affiliates as hereinafter expressly prohibited would be grossly unfair to PBC Direct and would cause continuing irreparable damage to PBC Direct.


COMPANY'S duly authorized signature and title

3-6-06
Date


PBC Direct duly authorized signature and title

3/6/06
Date

B

MARKETING AGREEMENT

This Agreement (hereinafter referred to as "Agreement") entered into this 1st day of June 2007, by and between PBC Direct (hereafter referred to as PBC Direct) and National Alliance of Associations (NAA), (hereinafter referred to as "COMPANY") whose principal business address is 141 Ganttown Rd. Turnersville, NJ 08012, Suite C.

WHEREAS, PBC Direct is engaged in the business of the development, design, marketing, sale and distribution of discount health cost containment programs, lifestyle benefits (hereinafter collectively referred to as "Products and Services"), and travel services.

WHEREAS, COMPANY intends to provide through it's association one or more of the Products and Services to its clients, members, etc. (hereinafter collectively referred to as "Members"); and

WHEREAS, COMPANY desires to engage the services of PBC Direct, agrees to establish a business relationship with PBC Direct with regard to offering one or more of the Product PBC Direct extended through and its contractual agreements, Products and Services, (The providers of which are hereinafter referred to as "Vendors");

PBC Direct may request COMPANY to enter into secondary agreements with parties such as vendors, third party administrators, and or insurance carriers. Said agreement's purpose will be to facilitate the delivery and implementation of products and or services being provided to COMPANY as stated herein. The products or services provided to COMPANY by PBC Direct are only available to COMPANY as long as PBC Direct vendors continue to provide same to PBC Direct, and the pricing structure will be honored as long as the price to PBC Direct stays constant. Should the status of the availability or pricing change or there is a pending change, PBC Direct will give notice of vendor changes or pricing changes to COMPANY as soon as reasonably possible or within 30 days if vendor gives same notice to PBC Direct.

COMPANY agrees to provide PBC Direct:

- 1) Copies of proof of valid Association, By Laws, and Articles of Incorporation
- 2) Copies of any marketing materials depicting products and or services provided by PBC Direct
- 3) Links to any and all web sites depicting products and or services provided by PBC Direct
- 4) Approved sales scripts used that depict products and or services provided by PBC Direct
- 5) Agrees to modify any marketing material mentioned above to meet the requirements of PBC Direct, its compliance officer(s), or vendors providing products or services

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, PBC Direct and COMPANY have agreed to do as follows:

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CONFIDENTIAL INFORMATION

Confidential Information shall mean all information, documents, names of customers, clients and/or members, software, present and future products, price quotes, proposed commission structures, and policies (including listing thereof and documentation related thereto) disclosed by either party hereto to the other during the term of this Agreement. The parties acknowledge and agree that the Confidential Information is proprietary to, and a valuable trade secret of, the disclosing party, and that any disclosure or unauthorized use thereof will cause irreparable harm to the disclosing party. COMPANY will not disclose to any third party any of the terms and conditions of this Agreement. PBC Direct reserves the right to terminate this Agreement by giving written notice to COMPANY in the event of any impermissible disclosure hereunder. Likewise, PBC Direct will not disclose to any third party any of the terms and conditions of this agreement.

COMPANY or PBC Direct reserves the right to terminate this Agreement by giving written notice to the defaulting party in the event of any impermissible disclosure of CONFIDENTIAL INFORMATION.

Accordingly, the parties each agree and undertake:

- (A) To treat Confidential Information in confidence and use it only in connection with this Agreement;
- (B) Not to copy, in whole or in part, Confidential Information except insofar as is reasonably necessary for performance of the Agreement;
- (C) Not to disclose Confidential Information;
- (D) To return Confidential Information, including all copies and records thereof, at the expiration or earlier termination of this Agreement, provided however, that the parties may retain such information as is reasonably necessary for the performance of the parties' respective duties and obligations after expiration of the Agreement;
- (E) Not to use Confidential Information to compete or assist any person or entity in competing with the business of the other party or its affiliates;
- (F) Not to use, sell or in any way violate the privacy of the COMPANY clients' or members' names, which shall become available to each other through the servicing of this relationship; and
- (G) To keep strictly confidential the terms and conditions of the Agreement.

Should COMPANY divulge pricing information from this Agreement to a third party, PBC Direct may change the pricing described in schedules or exhibits at PBC Direct's sole discretion. COMPANY and PBC Direct both shall take all measures necessary to safeguard the Confidential Information from unauthorized use or disclosure and, in any event, each party shall provide at least the same degree of care and control of the

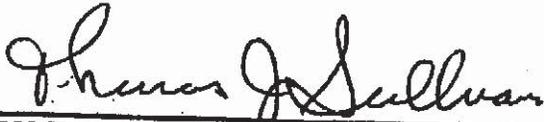
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Confidential Information as each party exercises toward its own trade secrets, propriety, confidential and copyright protected information.

NON-CIRCUMVENTION

The COMPANY for and on behalf of its offices, directors, and principal shareholders agrees that during the term of this Agreement, and renewal term and for one year after the termination of this Agreement, it and they shall not directly or indirectly circumvent PBC Direct, including, but not limited to, the following conduct: contracting with any vendors under contract with PBC Direct for the same products as PBC Direct is providing COMPANY, hiring any employee of PBC Direct; utilizing PBC Direct's confidential provider lists to solicit and/or contract with any providers for any purpose.

The covenants by the COMPANY contained in this paragraph are of the essence of this Agreement and PBC Direct would not enter into this Agreement and/or appoint the COMPANY hereunder in the absence of such covenants. In consideration of such covenants for selling memberships and to entrust to COMPANY provider lists, marketing materials, and other related confidential information pertaining to the business of PBC Direct, the COMPANY hereby expressly agrees that the utilization of such training and sales information in competition against PBC Direct or its affiliates as hereinafter expressly prohibited would be grossly unfair to PBC Direct and would cause continuing irreparable damage to PBC Direct.

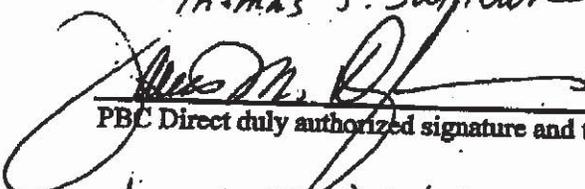


COMPANY'S duly authorized signature and title

Thomas J. Sullivan

6-1-07

_____ Date



PBC Direct duly authorized signature and title

JAMES M. DOYLE

6-1-07

_____ Date

EXHIBIT C

Marketing Organizations

Company

ALHC American Life Healthcare

Family Benefits

International Med Tech, LLC

Nationwide Benefits

Primary Medical Health

USHC US Health Care, Inc.

C

MARKETING SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of the 23 day of August, 2006, by and between Professional Benefit Consultants of Delaware, Inc. / DBA - PBC Direct (PBC) and American Life Healthcare, Inc., hereafter referred to as (AHL), with principle address is 2225 West Shaw Avenue Fresno, CA. 93711.

WHEREAS PBC wishes to retain AHL as a National marketing representative for the NTBAA Association sponsored programs obtained through PBC, in consideration of the mutual covenants agreed to and made herein, both parties agree to the following:

APPOINTMENT: PBC hereby contracts AHL as a National Marketing Representative under the terms and conditions stated herein

RELATIONSHIP: AHL, as a corporation is an independent entity from PBC and nothing herein shall be construed to create an employee / employer, or co-employer relationship. PBC may from time to time prescribe rules and regulations with regard to the general conduct of the business covered herein, which said rules and regulations shall be observed and followed by AHL.

AHL DUTIES: As a National Marketing Representative, AHL agrees to provide the following duties / responsibilities to the PBC as outlined below;

- A.) To promote and effect sales / enrollment into the provided association and sponsored medical programs obtained through PBC as outlined by the guidelines issued by the contractual agreements in force by and between PBC and the designated insurance carrier(s) / vendors.
- B.) Contract independent sales managers to effect sales and enrollment as outlined in item A.
- C.) Distribute only approved descriptive marketing and educational materials reflecting the product and services provided to AHL by PBC.
- D.) Assist contracted marketing organizations, managers, associates and their clients in the enrollment and administration of the service and programs provided by PBC.
- E.) Provide adequate training assistance and scheduling for PBC compliance training as may be required / needed to market and enroll into the programs and services provided by PBC.

EXPENSES AND RESPONSIBILITIES: AHL shall pay and be responsible for all expenses incurred by AHL. AHL shall be responsible for all contributions received by its officers, employees, managers, independent contracted field representatives due and payable to all designated vendors, administrators or insurance carriers as instructed by PBC. AHL shall indemnify and hold PBC harmless of any loss or expense due to any unauthorized acts or transactions by AHL, its officers, employees, contracted field managers or representatives. PBC shall indemnify and hold AHL harmless for any loss or expense on account of any unauthorized act or transaction by PBC or by any officer, employee or representative of PBC.

LIMITATIONS ON AUTHORITY: AHL shall NOT have the authority:

- A.) To make, alter, or discharge any of the terms, fees, rates, or conditions of any contract, employer policy, or benefit program provided by PBC either directly or indirectly.
- B.) To make, alter or waive any procedural rule or regulation of the programs or services provided by / through PBC.
- C.) To waive any forfeiture.
- D.) To extend the time for payment of any contributions, premiums or fees.
- E.) To issue or circulate any advertisements or literature unless first approved in writing by PBC.
- F.) To alter or substitute any form provided by PBC.
- G.) To expend, or contract for the expenditure of funds of PBC.

COMPENSATION:

- A.) AHL will receive NO monthly compensation from PBC for enrolled employers / participants as all products and services provided to AHL by and through the contracts and efforts of PBC which will be provided on a wholesale / NET basis with NO added / additional compensation / commissions.
- B.) All net fees / premiums due PBC, their designated administrators, insurers and / or vendors shall be payable monthly following receipt of applicable contributions from employers / participants controlled / enrolled by AHL. All new applications / premiums, renewal premiums and vendor service fees will be mailed / delivered on or before the 25th of each month preceding coverage. (ie; May 1 applications / premiums due April 25th, June 1 applications / premiums due May 25th)

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APPLICABILITY: This agreement governs the terms and payment of premiums and service Fees on arrangements paid for services which are contracted while this agreement is in effect to the exclusion of all prior agreements, whether such contributions, premiums and / or service fees are paid while this agreement is in effect or after its termination.

AMENDMENT, MODIFICATION, AND TERMINATION: This agreement may be amended from time to time by thirty (30) days prior written notice from either party.

WAIVER: The failure of either party to enforce any such provisions of this agreement hereof shall not constitute a waiver of any such provisions, either currently or in the future.

JURISDICTION: this agreement is executed in Turnersville, NJ, shall be constructed under the laws of the State of New Jersey, County of Gloucester. Each party hereby expressly consents to the service of process in the jurisdiction if an action is brought forth by and or on behalf of either party.

ENTIRE AGREEMENT - MODIFICATION: This agreement constitutes the entire Agreement among the parties, and supersedes and replaces all existing and or prior agreements between the parties hereto; provided however, that nothing contained herein shall be construed to affect or waive claims of any kind which either party may bring forth under any previous agreement, except as herein specifically provided.

The parties have executed **IN WITNESS WHEREOF**, this Agreement hereto, who have set their hands and seals individually or by their officers on the dates written below.

Professional Benefit Consultants of Del., Inc.

Name: JAMES M DOYLE
(Print)

Signature: *James M Doyle*

Title: VP operations

Date: 3/21/07

AMERICAN LIFE HEALTHCARE, INC.

Name: Krishen Tuer
(Print)

Signature: *Krishen Tuer*

Title: President

Date: 08/23/06

MARKETING SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of the 8th day of JANUARY, 2007 by and between Professional Benefit Consultants of Delaware, Inc. / DBA - PBC Direct (PBC) and VENANCIO BAUTISTA, DBA Family Benefits, hereafter referred to as Family Benefits with a principle address of 6421 SOMMER PLACE LA MESA, CA 91942.

WHEREAS PBC wishes to retain Family Benefits as a National marketing representative for the Association and Association sponsored programs / services obtained through PBC, in consideration of the mutual covenants agreed to and made herein, both parties agree to the following:

APPOINTMENT: PBC hereby contracts Family Benefits as a National Marketing Representative under the terms and conditions stated herein

RELATIONSHIP: Family Benefits is an independent entity from PBC and nothing herein shall be construed to create an employee / employer, or co-employer relationship. PBC may from time to time prescribe rules and regulations with regard to the general conduct of the business covered herein, which said rules and regulations, shall be observed and followed by ... and its representatives and independent contractors / associates.

PRIMARY MEDICAL DUTIES: As a National Marketing Representative(s), Family Benefits agrees to provide the following duties / responsibilities to the PBC as outlined below:

- A.) To promote and effect sales / membership enrollment into the provided association and /or association sponsored medical programs and services obtained through PBC as outlined by the guidelines issued by the contractual agreements in force by and between PBC and the designated associations, insurance carrier(s) / vendors.
- B.) Contract independent sales representatives to effect sales and association enrollment as outlined in item A.
- C.) Distribute only approved descriptive marketing and educational materials reflecting the products and services provided to WORLDWIDE by this contractual agreement with PBC.
- D.) Assist contracted marketing organizations, managers, associates and their client members in the enrollment and administration of the service and programs provided by PBC.
- E.) Provide adequate training assistance and scheduling for PBC compliance training as may be required / needed to market and enroll into the programs and services provided by PBC.

EXPENSES AND RESPONSIBILITIES: WORLDWIDE shall pay and be responsible for all expenses incurred by Family Benefits. Family Benefits shall be responsible for all contributions received by its officers, employees, managers, independent contracted field representatives due and payable to all designated vendors, administrators or insurance carriers as instructed by PBC. Family Benefits shall indemnify and hold PBC harmless of any loss or expense due to any unauthorized acts or transactions by Family Benefits its officers, employees, contracted field managers or representatives. PBC shall indemnify and hold harmless for any loss or expense on account of any unauthorized act or transaction by PBC or by any officer, employee or representative of PBC.

LIMITATIONS ON AUTHORITY: WORLDWIDE shall NOT have the authority:

- A.) To make, alter, or discharge any of the terms, fees, rates, or conditions of any contract, employer policy, or benefit program provided by PBC either directly or indirectly.
- B.) To make, alter or waive any procedural rule or regulation of the programs or services provided by / through PBC.
- C.) To waive any forfeiture.
- D.) To extend the time for payment or any contributions, association dues, premiums or fees.
- E.) To issue or circulate any advertisements or literature unless first approved in writing by PBC.
- F.) To alter or substitute any form provided by PBC.
- G.) To expand, or contract for the expenditure of funds of PBC.

COMPENSATION:

- A.) Family Benefits will receive NO monthly compensation from PBC for enrolled employers / participants as all products and services provided to Family Benefits by and through the contracts and efforts of PBC which will be provided on a wholesale / NET basis with NO added / additional compensation / commissions. Compensation will be forwarded directly to Family Benefits designated representative directly from the associations' administrator PAYLOGIX for both new and recurring business by and through the efforts of Family Benefits and its representatives and associates. Primary Medicals representative will be assigned a login password to view their assigned account with NTBAA's administrator PAYLOGIX.

B.) All net fees / premiums due PBC, their designated administrators, insurers and / or vendors shall be payable monthly following receipt of applicable contributions from employers / participants controlled / enrolled by ~~Plan~~ ^{Plan by benefits} applications / premiums, renewal premiums and vendor service fees will be mailed / delivered on or before the 25th of each month preceding coverage from the assigned / designated administrator. (i.e.; May 1 applications / premiums due April 25th, June 1 applications / premiums due May 25th)

APPLICABILITY: This agreement governs the terms and payment of premiums and service Fees on arrangements paid for services which are contracted while this agreement is in effect to the exclusion of all prior agreements, whether such contributions, premiums and / or service fees are paid while this agreement is in effect or after its termination.

AMENDMENT, MODIFICATION, AND TERMINATION: This agreement may be amended from time to time by thirty (30) days prior written notice from either party.

WAIVER: The failure of either party to enforce any such provisions of this agreement hereof shall not constitute a waiver of any such provisions, either currently or in the future.

JURISDICTION: this agreement is executed in Turnersville, NJ, shall be constructed under the laws of the State of New Jersey, County of Gloucester. Each party hereby expressly consents to the service of process in the jurisdiction if an action is brought forth by and or on behalf of either party.

ENTIRE AGREEMENT - MODIFICATION: This agreement constitutes the entire Agreement among the parties, and supersedes and replaces all existing and or prior agreements between the parties hereto; provided however, that nothing contained herein shall be construed to affect or waive claims of any kind which either party may bring forth under any previous agreement, except as herein specifically provided.

The parties have executed **IN WITNESS WHEREOF**, this Agreement hereto, who have set their hands and seals individually or by their officers on the dates written below.

Professional Benefit Consultants of Del., Inc.

Name: _____
(Print)

Signature: _____

Title: _____

Date: _____

VENANCIO BAUTISTA

Name: Venancio Bautista
(Print)

Signature: Venancio Bautista

Title: owner / ceo

Date: 1-8-07

MARKETING SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of the 12 day of March, 2007 by and between Professional Benefit Consultants of Delaware, Inc. / DBA - PBC Direct (PBC) and International Med Tech, LLC., hereafter referred to as (BROKER), with a principle address of 1135 Garnet #20, San Diego, CA 92109.

WHEREAS PBC wishes to retain (BROKER) as a National marketing representative for the Association and Association endorsed programs / services obtained through PBC, in consideration of the mutual covenants agreed to and made herein, both parties agree to the following:

APPOINTMENT: PBC hereby contracts (BROKER) as a National Marketing Representative under the terms and conditions stated herein.

RELATIONSHIP: (BROKER), is an independent entity from PBC and nothing herein shall be construed to create an employee / employer, or co-employer relationship. PBC may from time to time prescribe rules and regulations with regard to the general conduct of the business covered herein, which said rules and regulations, shall be observed and followed by (BROKER) and its representatives and independent contractors / associates.

(BROKER) DUTIES: As a National Marketing Representative(s), (BROKER) agrees to provide the following duties / responsibilities to the PBC as outlined below;

- A.) To promote and effect membership enrollment into the contracted / provided association and /or association endorsed medical programs and services obtained through PBC as outlined by the guidelines issued by the contractual agreements in force by and between PBC and the designated associations, affiliated organizations, insurance carrier(s) / vendors.
- B.) Contract independent sales representatives to effect association membership enrollment as outlined in item A.
- C.) Distribute only approved descriptive association marketing and educational materials reflecting the products and services provided to (BROKER) by this contractual agreement with PBC.
- D.) Assist direct contracted marketing organizations, managers, associates and their client members in the enrollment and administration of the association services and programs provided by PBC.
- E.) Provide adequate training assistance and scheduling for PBC / ASSOCIATION compliance training as may be required / needed to market and enroll into the association programs and services provided by PBC.

EXPENSES AND RESPONSIBILITIES: (BROKER) shall pay and be responsible for all expenses incurred by (BROKER). (BROKER) shall be responsible for all contributions received by its officers, employees, managers, independent contracted field representatives due and payable to all designated vendors, administrators or insurance carriers as instructed by PBC. (BROKER) shall indemnify and hold PBC harmless of any loss or expense due to any unauthorized acts or transactions by (BROKER), its officers, employees, contracted field managers or representatives. PBC shall indemnify and hold (BROKER) harmless for any loss or expense on account of any unauthorized act or transaction by PBC or by any officer, employee or representative of PBC.

LIMITATIONS ON AUTHORITY: (BROKER) shall NOT have the authority:

- A.) To make, alter, or discharge any of the terms, fees, rates, or conditions of any contract, employer policy, or benefit program provided by PBC either directly or indirectly.
- B.) To make, alter or waive any procedural rule or regulation of the programs or services provided by / through PBC.
- C.) To waive any forfeiture.
- D.) To extend the time for payment or any contributions, association dues, premiums or fees.
- E.) To issue or circulate any advertisements or literature unless first approved in writing by PBC.
- F.) To alter or substitute any form provided by PBC.
- G.) To expand, or contract for the expenditure of funds of PBC.

COMPENSATION:

- A.) (BROKER) will receive NO monthly compensation from PBC for enrolled employers / participants as all products and services provided to (BROKER) by and through the contracts and efforts of PBC which will be provided on a wholesale / NET basis with NO added / additional compensation / commissions. Compensation will be forwarded directly to (BROKER) S or their designated representative directly from the associations' contracted administrator(s) as designated for both new and recurring business by and through the efforts of (BROKER) and its agents, representatives and associates. (BROKER)'s representative will be assigned a login password to view their assigned account and direct block of association participants with ASSOCIATION's contracted administrator(s). Administrator(s) may vary based on type of payment selected by member for their services/programs.

- B.) All net fees / premiums due PBC, ASSOCIATION, their designated administrators, insurers and / or vendors shall be payable monthly following receipt of applicable contributions from association members, employers / participants whose membership has been obtained and is controlled / enrolled by (BROKER). All new association membership applications / premiums, renewal premiums, dues and applicable vendor service fees will be mailed / delivered on or before the 25th of each month preceding coverage from the assigned / designated association authorized administrator. (i.e.; May 1 applications / premiums due April 25th, June 1 applications / premiums due May 25th)
- C.) (BROKER) has and is hereby granted the authority of PBC and our contractual partner ASSOCIATION to charge a one-time application / enrollment fee for first time association member applicants obtained through the efforts of (BROKER), their employees, contractors, consultants, agents or representatives. The amount of said enrollment / application fee is to be expressly determined / set by (BROKER), within reasonable suggested limits set by PBC and its contractual partner ASSOCIATION, which may be reviewed and revised from time to time by ASSOCIATION compliance officer. Upon collection of said enrollment / application fee by association authorized, approved and contracted TPA, the entire amount (100%) of the negotiated and charged one-time membership enrollment / application fee will be forwarded to (BROKER) and / or their designated representative. Association/Alliance will charge a one time membership fulfillment fee of \$12.50 for designated materials produced and supplied to members.
- D.) Attached hereto and made a part hereof shown / marked as "Addendum A", PBC and its contractual partner ASSOCIATION have provided (BROKER) the current association sponsored / endorsed member limited benefit program rates, with suggested consulting fee amounts. Said suggested consulting fees may be revised by (BROKER) within customary reasonable limits / standards with written approval from PBC and ASSOCIATION Board of Directors. All consulting fees either initial or recurring collected on behalf of (BROKER) will be forwarded by association authorized administrator(s) on a monthly basis to (BROKER) and/or their designated representative as outlined within the contractual agreement by and between ASSOCIATION, PBC and the association authorized administrator(s). PBC and their association partner ASSOCIATION and / or their affiliated partners reserve the right to revise / alter or change said rates and / or plan designs, administrators, carriers or vendors with 30 days written notice to (BROKER) and / or their enrolled membership participants.

APPLICABILITY: This agreement governs the terms and payment of premiums and service Fees on arrangements paid for services which are contracted while this agreement is in effect to the exclusion of all prior agreements, whether such contributions, premiums and / or service fees are paid while this agreement is in effect or after its termination.

AMENDMENT, MODIFICATION, AND TERMINATION: This agreement may be amended from time to time by thirty (30) days prior written notice from either party.

WAIVER: The failure of either party to enforce any such provisions of this agreement hereof shall not constitute a waiver of any such provisions, either currently or in the future.

JURISDICTION: this agreement is executed in Turnersville, NJ, shall be constructed under the laws of the State of New Jersey, County of Gloucester. Each party hereby expressly consents to the service of process in the jurisdiction if an action is brought forth by and on behalf of either party.

ENTIRE AGREEMENT - MODIFICATION: This agreement constitutes the entire Agreement among the parties, and supersedes and replaces all existing and or prior agreements between the parties hereto; provided however, that nothing contained herein shall be construed to affect or waive claims of any kind which either party may bring forth under any previous agreement, except as herein specifically provided.

The parties have executed **IN WITNESS WHEREOF**, this Agreement hereto, who have set their hands and seals individually or by their officers on the dates written below.

Professional Benefit Consultants of Del., Inc.

Name: James M. Doyle
(Print)

Signature: James M. Doyle

Title: VP of Operations

Date: 3/14/2007

International Med Tech, LLC

Name: Boyan Anthony
(Print)

Signature: Boyan Anthony

Title: Owner

Date: 3/12/07

MARKETING SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of the 15th day of February, 2007 by and between Professional Benefit Consultants of Delaware, Inc. / DBA - PBC Direct (PBC) and NATIONWIDE BENEFIT, INC, hereafter referred to as (NBI), with a principle address of _____

WHEREAS PBC wishes to recruit NBI as a National marketing representative for the Association and Association endorsed programs / services obtained through PBC, in consideration of the mutual covenants agreed to and made herein, both parties agree to the following:

APPOINTMENT: PBC hereby contracts NBI as a National Marketing Representative under the terms and conditions stated herein.

RELATIONSHIP: NBI, is an independent entity from PBC and nothing herein shall be construed to create an employee / employer, or co-employer relationship. PBC may from time to time prescribe rules and regulations with regard to the general conduct of the business covered herein, which said rules and regulations, shall be observed and followed by NBI and its representatives and independent contractors / associates.

NBI DUTIES: As a National Marketing Representative(s), NBI agrees to provide the following duties / responsibilities to the PBC as outlined below:

- A.) To promote and effect membership enrollment into the contracted / provided association and / or association endorsed medical programs and services obtained through PBC as outlined by the guidelines issued by the contractual agreements in force by and between PBC and the designated associations, affiliated organizations, insurance carrier(s) / vendors.
- B.) Contract independent sales representatives to effect association membership enrollment as outlined in item A.
- C.) Distribute only approved descriptive association marketing and educational materials reflecting the products and services provided to NBI by this contractual agreement with PBC.
- D.) Assist direct contracted marketing organizations, managers, associates and their client members in the enrollment and administration of the association services and programs provided by PBC.
- E.) Provide adequate training assistance and scheduling for PBC / NTBAA compliance training as may be required / needed to market and enroll into the association programs and services provided by PBC.

EXPENSES AND RESPONSIBILITIES: NBI shall pay and be responsible for all expenses incurred by NBI. NBI shall be responsible for all contributions received by its officers, employees, managers, independent contracted field representatives due and payable to all designated vendors, administrators or insurance carriers as instructed by PBC. NBI shall indemnify and hold PBC harmless of any loss or expense due to any unauthorized acts or transactions by NBI, its officers, employees, contracted field managers or representatives. PBC shall indemnify and hold NBI harmless for any loss or expense on account of any unauthorized act or transaction by PBC or by any officer, employee or representative of PBC.

LIMITATIONS ON AUTHORITY: NBI shall NOT have the authority:

- A.) To make, alter, or discharge any of the terms, fees, rates, or conditions of any contract, employer policy, or benefit program provided by PBC either directly or indirectly.
- B.) To make, alter or waive any procedural rule or regulation of the programs or services provided by / through PBC.
- C.) To waive any forfeiture.
- D.) To extend the time for payment or any contributions, association dues, premiums or fees.
- E.) To issue or circulate any advertisements or literature unless first approved in writing by PBC.
- F.) To alter or substitute any form provided by PBC.
- G.) To expand, or contract for the expenditure of funds of PBC.

COMPENSATION:

- A.) NBI will receive NO monthly compensation from PBC for enrolled employers / participants as all products and services provided to NBI by and through the contracts and efforts of PBC which will be provided on a wholesale / NET basis with NO added / additional compensation / commissions. Compensation will be forwarded directly to NBI's designated representative directly from the associations' administrator PAYLUGIX for both new and recurring business by and through the efforts of NBI and its representatives and associates. NBI's representative will be assigned a login password to view their assigned account and direct block of association participants with NTBAA's administrator PAYLUGIX.
- B.) All net fees / premiums due PBC, NTBAA, their designated administrators, insurers and / or vendors shall be payable monthly following receipt of applicable contributions from association members, employers / participants whose

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membership has been obtained and is controlled / enrolled by NBI. All new association membership applications / premiums, renewal premiums, dues and applicable vendor service fees will be mailed / delivered on or before the 25th of each month preceding coverage from the assigned / designated association authorized administrator. (i.e. May 1 applications / premiums due April 25th, June 1 applications / premiums due May 25th)

- C.) NBI has and is hereby granted the authority of PBC and our contractual partner NTBAA to charge a one-time application / enrollment fee for first time association member applicants obtained through the efforts of NBI, their employees, contractors, consultants, agents or representatives. The amount of said enrollment / application fee is to be expressly determined / set by NBI, within reasonable suggested limits set by PBC and its contractual partner NTBAA, which may be reviewed and revised from time to time by NTBAA compliance officer. Upon collection of said enrollment / application fee by association authorized, approved and contracted TPA, the entire amount (100%) of the negotiated and charged one-time membership enrollment / application fee will be forwarded to NBI and for their designated representative.
- D.) Attached hereto and made a part hereof shown / marked as "Addendum A", PBC and its contractual partner NTBAA have provided NBI the current association sponsored / endorsed member limited benefit program rates, with suggested consulting fee amounts. Said suggested consulting fees may be revised by NBI within customary reasonable limits / standards with written approval from PBC and NTBAA Board of Directors. All consulting fees either initial or recurring collected on behalf of NBI will be forwarded by association authorized administrator(s) on a monthly basis to NBI and/or their designated representative as outlined within the contractual agreement by and between NTBAA, PBC and the association authorized administrator(s). PBC and their association partner NTBAA and / or their affiliated partners reserve the right to revise / alter or change said rates and / or plan designs, administrators, carriers or vendors with 30 days written notice to NBI and / or their enrolled membership participants.

APPLICABILITY: This agreement governs the terms and payment of premiums and service Fees on arrangements paid for services which are contracted while this agreement is in effect to the exclusion of all prior agreements, whether such contributions, premiums and / or service fees are paid while this agreement is in effect or after its termination.

AMENDMENT, MODIFICATION, AND TERMINATION: This agreement may be amended from time to time by thirty (30) days prior written notice from either party.

WAIVER: The failure of either party to enforce any such provisions of this agreement hereof shall not constitute a waiver of any such provisions, either currently or in the future.

JURISDICTION: this agreement is executed in Turnersville, NJ, shall be construed under the laws of the State of New Jersey, County of Gloucester. Each party hereby expressly consents to the service of process in the jurisdiction if an action is brought forth by and or on behalf of either party.

ENTIRE AGREEMENT - MODIFICATION: This agreement constitutes the entire Agreement among the parties, and supersedes and replaces all existing and or prior agreements between the parties hereto; provided however, that nothing contained herein shall be construed to affect or waive claims of any kind which either party may bring forth under any previous agreement, except as herein specifically provided.

The parties have executed **IN WITNESS WHEREOF**, this Agreement hereto, who have set their hands and seals individually or by their officers on the dates written below.

Professional Benefits Consultants of Del., Inc.

Name: Thomas Sullivan

Signature: [Signature]

Title: President

Date: 2/2/07

National Benefit, Inc. *National Benefit, Inc*

Name: Venero Barchetta

Signature: [Signature]

Title: owner/ceo

Date: 2/2/07

MARKETING SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of the 4th day of January, 2007 by and between Professional Benefit Consultants of Delaware, Inc. / DBA - PBC Direct (PBC) and SHANDA VALASUSO, DBA Primary Medical, hereafter referred to as (PRIMARY MEDICAL), with a principle address of 2104 GREENWICK ROAD, EL CAJON, CA. 92019.

WHEREAS PBC wishes to retain PRIMARY MEDICAL as a National marketing representative for the Association and Association sponsored programs / services obtained through PBC, in consideration of the mutual covenants agreed to and made herein, both parties agree to the following:

APPOINTMENT: PBC hereby contracts PRIMARY MEDICAL as a National Marketing Representative under the terms and conditions stated herein.

RELATIONSHIP: PRIMARY MEDICAL, is an independent entity from PBC and nothing herein shall be construed to create an employee / employer, or co-employer relationship. PBC may from time to time prescribe rules and regulations with regard to the general conduct of the business covered herein, which said rules and regulations, shall be observed and followed by PRIMARY MEDICAL and its representatives and independent contractors / associates.

PRIMARY MEDICAL DUTIES: As a National Marketing Representative(s), PRIMARY MEDICAL agrees to provide the following duties / responsibilities to the PBC as outlined below;

- A.) To promote and effect sales / membership enrollment into the provided association and /or association sponsored medical programs and services obtained through PBC as outlined by the guidelines issued by the contractual agreements in force by and between PBC and the designated associations, insurance carrier(s) / vendors.
- B.) Contract independent sales representatives to effect sales and association enrollment as outlined in item A.
- C.) Distribute only approved descriptive marketing and educational materials reflecting the products and services provided to PRIMARY MEDICAL by this contractual agreement with PBC.
- D.) Assist contracted marketing organizations, managers, associates and their client members in the enrollment and administration of the service and programs provided by PBC.
- E.) Provide adequate training assistance and scheduling for PBC compliance training as may be required / needed to market and enroll into the programs and services provided by PBC.

EXPENSES AND RESPONSIBILITIES: PRIMARY MEDICAL shall pay and be responsible for all expenses incurred by PRIMARY MEDICAL. PRIMARY MEDICAL shall be responsible for all contributions received by its officers, employees, managers, independent contracted field representatives due and payable to all designated vendors, administrators or insurance carriers as instructed by PBC. PRIMARY MEDICAL shall indemnify and hold PBC harmless of any loss or expense due to any unauthorized acts or transactions by PRIMARY MEDICAL, its officers, employees, contracted field managers or representatives. PBC shall indemnify and hold PRIMARY MEDICAL harmless for any loss or expense on account of any unauthorized act or transaction by PBC or by any officer, employee or representative of PBC.

LIMITATIONS ON AUTHORITY: PRIMARY MEDICAL shall NOT have the authority:

- A.) To make, alter, or discharge any of the terms, fees, rates, or conditions of any contract, employer policy, or benefit program provided by PBC either directly or indirectly.
- B.) To make, alter or waive any procedural rule or regulation of the programs or services provided by / through PBC.
- C.) To waive any forfeiture.
- D.) To extend the time for payment or any contributions, association dues, premiums or fees.
- E.) To issue or circulate any advertisements or literature unless first approved in writing by PBC.
- F.) To alter or substitute any form provided by PBC.
- G.) To expand, or contract for the expenditure of funds of PBC.

COMPENSATION:

- A.) PRIMARY MEDICAL will receive NO monthly compensation from PBC for enrolled employers / participants as all products and services provided to PRIMARY MEDICAL by and through the contracts and efforts of PBC which will be provided on a wholesale / NET basis with NO added / additional compensation / commissions. Compensation will be forwarded directly to PRIMARY MEDICALS designated representative directly from the associations' administrator PAYLOGIX for both new and recurring business by and through the efforts of PRIMARY MEDICAL and its

representatives and associates. Primary Medicals representative will be assigned a login password to view their assigned account with NTBAA's administrator PAYLOGIX.

B.) All net fees / premiums due PBC, their designated administrators, insurers and / or vendors shall be payable monthly following receipt of applicable contributions from employers / participants controlled / enrolled by PRIMARY MEDICAL. All new applications / premiums, renewal premiums and vendor service fees will be mailed / delivered on or before the 25th of each month preceding coverage from the assigned / designated administrator. (i.e.; May 1 applications / premiums due April 25th, June 1 applications / premiums due May 25th)

APPLICABILITY: This agreement governs the terms and payment of premiums and service Fees on arrangements paid for services which are contracted while this agreement is in effect to the exclusion of all prior agreements, whether such contributions, premiums and / or service fees are paid while this agreement is in effect or after its termination.

AMENDMENT, MODIFICATION, AND TERMINATION: This agreement may be amended from time to time by thirty (30) days prior written notice form either party.

WAIVER: The failure of either party to enforce any such provisions of this agreement hereof shall not constitute a waiver of any such provisions, either currently or in the future.

JURISDICTION: this agreement is executed in Turnersville, NJ, shall be constructed under the laws of the State of New Jersey, County of Gloucester. Each party hereby expressly consents to the service of process in the jurisdiction if an action is brought forth by and or on behalf of either party.

ENTIRE AGREEMENT - MODIFICATION: This agreement constitutes the entire Agreement among the parties, and supersedes and replaces all existing and or prior agreements between the parties hereto; provided however, that nothing contained herein shall be construed to affect or waive claims of any kind which either party may bring forth under any previous agreement, except as herein specifically provided.

The parties have executed **IN WITNESS WHEREOF**, this Agreement hereto, who have set their hands and seals individually or by their officers on the dates written below.

Professional Benefit Consultants of Del., Inc.

Name: JAMES M. DOYLE
(Print)

Signature: *James M. Doyle*

Title: V.P. of Operations

Date: 1/8/2007

SHANDA VAIASUSO

Name: Shanda Vaiasuso
(Print)

Signature: *Shanda Vaiasuso*

Title: OWNER

Date: 1/4/07

MARKETING SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of the 16 day of JANUARY, 2007 by and between Professional Benefit Consultants of Delaware, Inc. / DBA - PBC Direct (PBC) and STEFANO FILIPPONE/ANTHONY J FILIPPONE SR, DBA US HealthCare Inc, hereafter referred to as (US HealthCare Inc), with a principle address of 2321 Marena Blvd #C, San Diego, CA. 92110.

WHEREAS PBC wishes to retain US HealthCare Inc as a National marketing representative for the Association and Association sponsored programs / services obtained through PBC, in consideration of the mutual covenants agreed to and made herein, both parties agree to the following:

APPOINTMENT: PBC hereby contracts US HealthCare Inc as a National Marketing Representative under the terms and conditions stated herein

RELATIONSHIP: US HealthCare Inc, is an independent entity from PBC and nothing herein shall be construed to create an employee / employer, or co-employer relationship. PBC may from time to time prescribe rules and regulations with regard to the general conduct of the business covered herein, which said rules and regulations, shall be observed and followed by US HealthCare Inc and its representatives and independent contractors / associates.

US HealthCare Inc DUTIES: As a National Marketing Representative(s), US HealthCare Inc agrees to provide the following duties / responsibilities to the PBC as outlined below:

- A) To promote and effect sales / membership enrollment into the provided association and /or association sponsored medical programs and services obtained through PBC as outlined by the guidelines issued by the contractual agreements in force by and between PBC and the designated associations, insurance carrier(s) / vendors.
- B) Contract independent sales representatives to effect sales and association enrollment as outlined in item A.
- C) Distribute only approved descriptive marketing and educational materials reflecting the products and services provided to US HealthCare Inc by this contractual agreement with PBC.
- D) Assist contracted marketing organizations, managers, associates and their client members in the enrollment and administration of the service and programs provided by PBC.
- E) Provide adequate training assistance and scheduling for PBC compliance training as may be required / needed to market and enroll into the programs and services provided by PBC.

EXPENSES AND RESPONSIBILITIES: US HealthCare Inc shall pay and be responsible for all expenses incurred by US HealthCare Inc. US HealthCare Inc shall be responsible for all contributions received by its officers, employees, managers, independent contracted field representatives due and payable to all designated vendors, administrators or insurance carriers as instructed by PBC. US HealthCare Inc shall indemnify and hold PBC harmless of any loss or expense due to any unauthorized acts or transactions by US HealthCare Inc, its officers, employees, contracted field managers or representatives. PBC shall indemnify and hold US HealthCare Inc harmless for any loss or expense on account of any unauthorized act or transaction by PBC or by any officer, employee or representative of PBC.

LIMITATIONS ON AUTHORITY: US HealthCare Inc shall NOT have the authority:

- A) To make, alter, or discharge any of the terms, fees, rates, or conditions of any contract, employer policy, or benefit program provided by PBC either directly or indirectly.
- B) To make, alter or waive any procedural rule or regulation of the programs or services provided by / through PBC.
- C) To waive any forfeiture.
- D) To extend the time for payment or any contributions, association dues, premiums or fees.
- E) To issue or circulate any advertisements or literature unless first approved in writing by PBC.
- F) To alter or substitute any form provided by PBC.
- G) To expand, or contract for the expenditure of funds of PBC.

COMPENSATION:

- A) US HealthCare Inc will receive NO monthly compensation from PBC for enrolled employers / participants as all products and services provided to US HealthCare Inc by and through the contracts and efforts of PBC which will be provided on a wholesale / NBT basis with NO added / additional compensation / commissions. Compensation will be forwarded directly to US HealthCare Inc's designated representative directly from the associations' administrator PAYLOGIX for both new and recurring business by and through the efforts of US HealthCare Inc and its representatives and associates. US HealthCare Inc's representative will be assigned a login password to view their assigned account with NTBAA's administrator PAYLOGIX.
- B) All net fees / premiums due PBC, their designated administrators, insurers and / or vendors shall be payable monthly following receipt of applicable contributions from employers / participants controlled / enrolled by US HealthCare Inc. All new applications / premiums, renewal premiums and vendor service fees will be mailed / delivered on or before the 25th of each month preceding coverage from the assigned / designated administrator. (I.e.; May 1 applications / premiums due April 25th, June 1 applications / premiums due May 25th)

APPLICABILITY: This agreement governs the terms and payment of premiums and service Fees on arrangements paid for services which are contracted while this agreement is in effect to the exclusion of all prior agreements, whether such contributions, premiums and / or service fees are paid while this agreement is in effect or after its termination.

AMENDMENT, MODIFICATION, AND TERMINATION: This agreement may be amended from time to time by thirty (30) days prior written notice from either party.

WAIVER: The failure of either party to enforce any such provisions of this agreement hereof shall not constitute a waiver of any such provisions, either currently or in the future.

JURISDICTION: this agreement is executed in Turnersville, NJ, shall be constructed under the laws of the State of New Jersey, County of Gloucester. Each party hereby expressly consents to the service of process in the jurisdiction if an action is brought forth by and or on behalf of either party.

ENTIRE AGREEMENT - MODIFICATION: This agreement constitutes the entire Agreement among the parties, and supersedes and replaces all existing and or prior agreements between the parties hereto; provided however, that nothing contained herein shall be construed to affect or waive claims of any kind which either party may bring forth under any previous agreement, except as herein specifically provided.

The parties have executed **IN WITNESS WHEREOF**, this Agreement hereto, who have set their hands and seals individually or by their officers on the dates written below.

Professional Benefit Consultants of Del., Inc.

STEFANO FILIPPONE/ANTHONY J. FILIPPONE SR.

Name: JAMES M. DOYLE

Name: Stefano Filippone
Anthony J. Filippone Sr.

Signature: *James M. Doyle*

Signature: *Stefano Filippone*
Anthony J. Filippone Sr.

Title: 1/18/2007
Date:

Title: OWNERS
Date: 1-16-07

EXHIBIT D

State of Florida



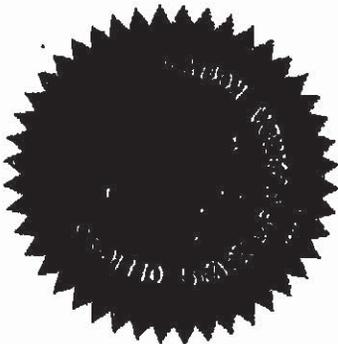
OFFICE OF INSURANCE REGULATION Tallahassee, Florida

I, the undersigned, Commissioner of the Office of Insurance Regulation of the State of Florida, do hereby certify that

Dated this 7th Day of November, 2007

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following entity or individuals currently hold, or have ever been granted a LICENSE or CERTIFICATE OF AUTHORITY from this OFFICE, authorizing the entity or individual to transact health insurance business, Discount Medical Plan Organization (DMPO) business or insurance business in any capacity; likewise, the following entities are not registered as an eligible Surplus Lines Insurance carrier with the Florida Surplus Lines Service Office:

**National Alliance Health Care
Affinity Health Plans of America**



IN TESTIMONY WHEREOF, I hereto
subscribe my name, and affix the Seal of
my Office, at Tallahassee, the day and year
first above written.

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

Commissioner, Office of Insurance Regulation

State of Florida



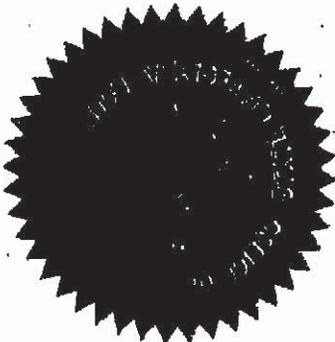
OFFICE OF INSURANCE REGULATION Tallahassee, Florida

I, the undersigned, Commissioner of the Office of Insurance Regulation of the State of Florida, do hereby certify that

Dated this 7th Day of November, 2007

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following entity or individuals currently hold, or have ever been granted a LICENSE or CERTIFICATE OF AUTHORITY from this OFFICE, authorizing the entity or individual to transact health insurance business, Discount Medical Plan Organization (DMPO) business or insurance business in any capacity; likewise, the following entities are not registered as an eligible Surplus Lines insurance carrier with the Florida Surplus Lines Service Office:

**National Trade Business Alliance of America
National Trade Business Association
National Transportation Benefits Alliance Association**



IN TESTIMONY WHEREOF, I hereto
subscribe my name, and affix the Seal of
my Office, at Tallahassee, the day and year
first above written.

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

Commissioner, Office of Insurance Regulation

State of Florida



OFFICE OF INSURANCE REGULATION Tallahassee, Florida

I, the undersigned, Commissioner of the Office of Insurance Regulation of the State of Florida, do hereby certify that

Dated this 7th Day of November, 2007

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following entity or individuals currently hold, or have ever been granted a LICENSE or CERTIFICATE OF AUTHORITY from this OFFICE, authorizing the entity or individual to transact health insurance business, Discount Medical Plan Organization (DMPO) business or insurance business in any capacity; likewise, the following entities are not registered as an eligible Surplus Lines Insurance carrier with the Florida Surplus Lines Service Office:

**National Alliance of Associations
Alliance Association Health
Healthcare Alliance
National Alliance Healthcare**



IN TESTIMONY WHEREOF, I hereto
subscribe my name, and affix the Seal of
my Office, at Tallahassee, the day and year
first above written.

A handwritten signature in black ink, appearing to be "K. M. ...".

Commissioner, Office of Insurance Regulation

State of Florida



OFFICE OF INSURANCE REGULATION Tallahassee, Florida

I, the undersigned, Commissioner of the Office of Insurance Regulation of the State of Florida, do hereby certify that

Dated this 8th Day of November, 2007

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following entity or individuals currently hold, or have ever been granted a LICENSE or CERTIFICATE OF AUTHORITY from this OFFICE, authorizing the entity or individual to transact health insurance business, Discount Medical Plan Organization (DMPO) business or insurance business in any capacity; likewise, the following entities are not registered as an eligible Surplus Lines insurance carrier with the Florida Surplus Lines Service Office:

NTBAA
NAA

IN TESTIMONY WHEREOF, I hereto
subscribe my name, and affix the Seal of
my Office, at Tallahassee, the day and year
first above written.

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

Commissioner, Office of Insurance Regulation

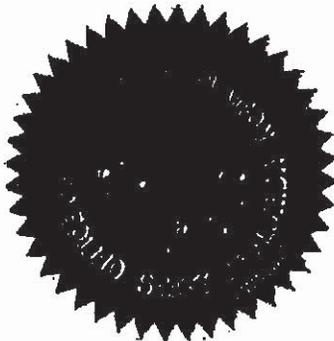


EXHIBIT E

State of Florida



Department of Financial Services
Tallahassee, Florida

November 27, 2007

I, the undersigned, Chief Financial Officer, of the State of Florida, do hereby certify that we have checked our records and can find no record of Thomas Sullivan (resident of New Jersey), being licensed as an insurance representative of any type by the Department of Financial Services. Records are maintained in the official records of the Department of Financial Services, Bureau of Agent and Agency Licensing.



IN TESTIMONY WHEREOF, I hereto
subscribe my name, and affix the Seal of
my Office, at Tallahassee, this day and year first above written.

Alex Sink

Chief Financial Officer

State of Florida



Department of Financial Services
Tallahassee, Florida

November 27, 2007

I, the undersigned, Chief Financial Officer, of the State of Florida, do hereby certify that we have checked our records and can find no record of James Doyle (resident of New Jersey), being licensed as an insurance representative of any type by the Department of Financial Services. Records are maintained in the official records of the Department of Financial Services, Bureau of Agent and Agency Licensing.



IN TESTIMONY WHEREOF, I hereto
subscribe my name, and affix the Seal of
my Office, at Tallahassee, the day and year first above written.

Alex Sink

Chief Financial Officer

State of Florida



Department of Financial Services
Tallahassee, Florida

November 27, 2007

I, the undersigned, Chief Financial Officer, of the State of Florida, do hereby certify that we have checked our records and can find no record of Christopher Ashiotes (resident of New Jersey), being licensed as an insurance representative of any type by the Department of Financial Services. Records are maintained in the official records of the Department of Financial Services, Bureau of Agent and Agency Licensing.



IN TESTIMONY WHEREOF, I hereto
subscribe my name, and affix the Seal of
my Office, at Tallahassee, the day and year first above written.

Alex Sink

Chief Financial Officer

EXHIBIT F

CONTROL YOUR HEALTH CARE COST ⁴⁶



ENDS FRIDAY, NOVEMBER 16TH

\$25 Co-PAY DOCTORS

INSURANCE

INDIVIDUAL

\$185

MONTHLY

COUPLE

\$276

MONTHLY

FAMILY

\$384

MONTHLY

**LARGEST PPO
NETWORKS**

**WELLNESS POLICY
COVERAGE**

**ACCIDENTAL INJURY
COVERAGE**

**HOSPITALIZATION,
EMERGENCY ROOM, CLINICS,
URGENT CARE, SURGERY**



**DENTAL, VISION, HEARING,
CHIROPRACTOR, PRESCRIPTION**

**\$10,000
PER INCIDENT**

866 389 5522

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To: All Employees
From: Your Affordable Healthcare

PAYING TOO MUCH FOR HEALTHCARE?

AFFORDABLE HEALTHCARE

Only \$144 IND

\$194 Family *Per Month
Per Family*

EXPIRES WEDNESDAY

1-800-856-5710



**FINAL OPEN ENROLLMENT
OF 2006.**

Health Care Plan Includes:

- *Medical and Dental (Office Visits, Hospital, Cleanings, Root Canals, etc.)
- *Vision and Hearing (Up to 60% off Eye Exams, Hearing Aids, Glasses, etc.)
- *PPO Hospital Network (Huge PPO Network, Hospitals, Clinics, Urgent Care.)
- *Prescription Program (Wal-Marts, CVS, Rite-Aides, Walgreens, etc.)
- *Accidental Injury Coverage
- *ICU/CCU Coverage
- *Hospital Benefit indemnity 10,000

To remove your fax number from our database, call toll free 1-866-604-1443

61

46A

To: All Employees
From: Health Benefits

Health Benefits has asked if you would distribute this memo freely to all employees.

HEALTHCARE
AFFORDABLE HEALTHCARE

\$124 Ind.

\$173 Family *Per Month*

EXPIRES WEDNESDAY

1-800-580-0074

Take advantage of this
Group enrollment Plan for
individuals, Family and Employees.



BENEFITS INCLUDES:

- *Medical and Dental (Office Visits, Hospital, Cleanings, Root Canals, etc.)
- *Vision and Hearing (Up to 60% off Eye Exams, Hearing Aids, Glasses, etc.)
- *PPO Hospital Network (Huge PPO Network, Hospitals, Clinics, Urgent Care Nat Wide.)
- *Prescription Program (Wal-Marts, CVS, Rite-Aides, Walgreens, etc.)
- *Air and Ground Ambulance Protection (Up to \$100,000.00 Benefit)

To remove your fax number from our database, call toll free 1-866-604-1447

65

HEALTHCARE FOR THE ENTIRE FAMILY
NON-PROFIT AFFORDABLE HEALTHCARE

Enrollment Ends
Wednesday



Only \$124 Ind
\$173 Family - 800-731-9232
For More Info

Take Advantage of this nonprofit promotional rate during our Annual open enrollment.

Health Care Plan Includes:

- *Medical and Dental (Office Visits, Hospital, Cleanings, Lost Teeth, etc.)
- *Vision and Hearing (Up to 40% off Eye Exams, Hearing Aids, Glasses, etc.)
- *70 Hospital Network (Emergency Room, Hospital, Clinic, Urgent Care.)
- *Prescription Program (Wal-Mart, CVS, Kwik-Fill, Walgreens, etc.)
- *Accidental Injury Coverage (\$2,000.00 benefit included, \$100 Deductible)
- *HMO/CCO benefit (included in your Plan)
- *Accidental Death (\$10,000.00 Accidental Death and Dismemberment Benefit)
- *Air and Ground Ambulance Protection (Up to \$100,000.00 Benefit)

To remove your fax number from our database, call toll free 1-866-684-1443

2

12:34 06/19/06 EST Pg 01-01

Fax: 866-684-1443 To: 1987962295 (15887962295)

99

EXHIBIT G

1 STATE OF FLORIDA AFFIDAVIT COUNTY Pinellas
 2 NAME:, Jill E. Cardillo I AM A Female DOB: DRIVER'S LIC #
 3 RESIDENCE ADDRESS
 4 BUSINESS ADDRESS;
 5 EMPLOYER'S NAME: OCCUPATION: Graphic Artist
 6 RESIDENCE PHONE; BUS. PHONE;
 7

Re: Affinity Healthcare, National Trade Business Alliance of America and SDS Management

8
 9 On about February 26, 2007, a fax was received at work for healthcare coverage.
 10 The fax stated it was affordable and the price was \$194 per month, per family. I called the number and
 11 requested information. I recognized the name Beech Street for a list of providers. I dealt with them before.
 12 I could upgrade at any time to a \$10,000 hospitalization ryder. This was according to Randall Weiss of
 13 Affinity Healthcare; also the co pays were to be tiered. The toll free number I called was (866) 668-5594. I
 14 never met with anyone from the company. The payments were all auto with drawals. The take outs began
 15 March 2007 and the last was September 2007. Each time they took out \$194, except for the first withdraw
 16 was for \$319, which was for the processing fee and set up.
 17 Our coverage became effective 4/1/07. I called SDS Mgt. and spoke
 18 with Mindy on 7/2/07 and she told me it took 30 to 60 days to process claims. On my next call to SDS Mgt.
 19 I was told claims for April would be processed by SDS Mgt., May claims would be processed by Trade
 20 Business and June and July would be processed by AIG. On 8/14/07 I called SDS and Stephanie told me there
 21 was nothing in the system for him (my husband) and to have everyone resubmit. Morton Plant Hospital told
 22 me when I called that SDS was waiting on my husband's medical records. In September I called Morton
 23 Plant Hospital and the records were sent on 9/5/07. In the mean time I had not received anything from
 24 National Trade Business Alliance of America in New Jersey. Nothing was received from them regarding the
 25 claim. But I did receive an id card and the policy. When I called the hospital and the doctors they stated they
 26 were told by SDS that my husband was not covered. SDS never told me anything. On 10/15/07 I called
 27 Stephanie at SDS and per Rick Bachman "Deny all claims because he was not employed at the time the
 28 insurance went in to effect. I should contact NTBAA which I did on 10/17/07. Per Mary Beth that is
 29 ridiculous and I should fax a letter and copies of bills to her manager. I faxed the copies and nothing ever
 30 happened. Also on 10/15/07 Stephanie at SDS told me they would be sending a check for my payments. No
 31 check has been received. I have called the hospital and the doctors and arranged payments for the \$100,000

Date: November 5, 2007

Initials: JC

287

32 plus bills. My husband had a doctor's visit in April that was never paid for \$55. AIG paid \$100 to the heart
33 doctor in July. This was out of the \$6,000 bill. On 11/01/07 a fax was received in the office offering what
34 looks like the same plan. SDS is Smart Data Solutions.

35

36

37

38

39 People who should always know how to contact me if my address or phone number should change:
40 -Charles A. Cardillo

41

42 AFFIANT HAS READ THE ABOVE STATEMENT CONSISTING OF 2 PAGES AND
43 DECLARES AT THIS TIME THE EVENTS AS STATED ARE CLEAR IN MY MIND AND THAT
44 THE STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND
45 BELIEF. I AM WILLING TO APPEAR AT A HEARING.

46

47 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5TH DAY
48 OF NOVEMBER, 2007 BY Jill Cardillo WHO PRODUCED A FLORIDA DRIVERS LICENSE
49 [REDACTED] FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

50

51 Jill E. Cardillo

52 (AFFIANT'S SIGNATURE)

53

54 Subscribed and sworn to before
55 me this 5th day of November 2007

56

57 Carol S. Sanborn

58 Notary Public, State of Florida at Large

59 My Commission expires:

60

61 Certificate #:

STATE OF FLORIDA

AFFIDAVIT

COUNTY OF Pinellas

NAME Jill E. Cardillo I AM A Female DOB #

RESIDENCE ADDRESS

BUSINESS ADDRESS:

EMPLOYER'S NAME:

RESIDENCE PHONE ()

OCCUPATION Therapist

BUSINESS PHONE

PAGE 1 OF 4

RE: Affinity Healthcare

National Trade Union Alliance of America

2007

On about February 26, 2007 a fax was received at work for Healthcare coverage. The fax stated it was affordable and the price was \$194 per month per family. I called the number and requested information. I recognized Beal Street for a list of providers I dealt with there before. I could upgrade at any time to a \$10,000 hospitalization rider. This was according to Randall Weiss of Affinity Healthcare. Also the company was to be tried. The toll free number I called was (866) 668-5594. I never met with anyone from the company. The payments were all out with deductible. The take out began March 2007 and the last was September 2007. Each time they took out \$194, except for the first withdrawal was for \$319 which was for the processing fee and set up.

DATE 11-5-07

INITIALS J

4/18/07

Our coverage became effective 1/1/07. ~~At that time~~ I called
 S.D.S. ^{Mat.} and spoke with ^{Mindy} on 7/2/07 and she told me
 it took 30 to 60 days to process claims. I saw my
 next call to S.D.S. Mat. I was told claims for April
 would be processed by S.D.S. Mat. May claims
 would be processed by Jack Benisius and June
 and July would be processed by A.L.H. On
 8/15/07 I called S.D.S. and Stephanie told me
 there was nothing in the system for her husband
 and to have everyone re-submit. ~~Mat.~~ ^{Morton} ~~Platt~~
^{Hospital} told me when I called that S.D.S. was
 waiting on my husband's medical records. In
 September I called Morton Platt Hospital and
 his records were sent on 9/15/07. In the meeting
 I had not received anything from ^{National} ~~Insurance~~
 Trade Business Alliance of America in New Jersey.
 Nothing was received from them regarding the claims.
 But I did receive an id. card and the policy.
 When I called the hospital and the doctors they
 stated they were told by S.D.S. that my husband
 was not covered. S.D.S. never told me anything.

11/5/07

INITIALS

f

290

On 10/15/07 I called Stephanie at SDS and
you Rick Bachman. "Deny all claims because
he was not employed at the time the insurance
went into effect." I should contact NIBA, A,
which I did on 10/17/07. Per Mary Beth
that is ridiculous and I should fax a letter
and copies of bills to her manager. I faxed the
copies and nothing ever happened. Also on
10/15/07 Stephanie at SDS told me they would be
sending a check for my payments. No check has
been received. I have called the hospital and
the doctor and arranged payments for the \$100,000
plus. My husband had a doctor's visit
in April that was never paid for \$55.
And I paid \$100 to the next doctor in July. This
was out of the \$6,000 bill. On 11/1/07 a fax was
received in the office giving what looked like the
same plan. SDS is Smart Data Solutions

11/5/07

INITIALS *R*

People who should always know how to contact me if my address or phone number should change:

J. Carlos A. Cardillo

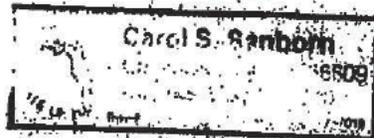
AFFIANT HAS READ THE ABOVE STATEMENT CONSISTING OF 4 PAGE(S) AND DECLARES AT THIS TIME THE EVENTS AS STATED ARE CLEAR IN HIS (OR HER) MIND AND THAT THE STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF HIS (OR HER) KNOWLEDGE AND BELIEF. AFFIANT IS WILLING (IS NOT WILLING) TO APPEAR AT A HEARING.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5th DAY OF November 2007, BY Jill Cardillo WHO PRODUCED FL Drivers License (AFFIANT)

OR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

Jill E. Cardillo
(AFFIANT'S SIGNATURE)

Subscribed and sworn to before [Signature]
on this 5th day of November 2007



Notary Public, State of Florida at Large
My Commission expires:

Carol S. Sanborn

Certificate #:



EXHIBIT H

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Palm Beach

NAME Tina Gore

I AM A F DO DL#

RESIDENCE ADDRESS

BUSINESS ADDRESS: 1

EMPLOYER'S NAME: 1

OCCUPATION 1

RESIDENCE PHONE

BUSINESS PHONE

PAGE 1 OF 3

RE: Alliance Assoc. Health

ON 8/23/07 I received a Fax from a company offering health insurance. The FAX came into my work location. I called the 800# on the fax. I spoke to Pat Marchese and he advised this was the 3rd largest provider in the country, he referred to the company as Alliance Association Health. When I called back the person gave me 870-379-1599 and the address of 141 Cotton Road, Suite C, Blackwood NJ, 08012. I called back again on the same day and Pat Marchese sent me the application, billing information and the summary of receipts. I called the Dept of Financial Services gave them the information and they advised that this was not a legitimate insurance.

Company. I now signed up.

AFFIDAVIT CONT.

PAGE 3

People who should always know how to contact me if my address or phone number should change:

AFFIANT HAS READ THE ABOVE STATEMENT CONSISTING OF 3 PAGE(S) AND DECLARES AT THIS TIME THE EVENTS AS STATED ARE CLEAR IN HIS (OR HER) MIND AND THAT THE STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF HIS (OR HER) KNOWLEDGE AND BELIEF. AFFIANT IS WILLING (~~IS NOT WILLING~~) TO APPEAR AT A HEARING.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1 DAY OF Nov 2007, BY Tina Gore WHO PRODUCED FL Drivers License
(AFFIANT) #

FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

Tina Gore
(AFFIANT'S SIGNATURE)

Subscribed and sworn to before me this 15th day of November, 2007

[Signature]

Notary Public, State of Florida at Large
My Commission expires:



Certificate #:

371

EXHIBIT I

1 STATE OF FLORIDA

AFFIDAVIT

COUNTY OF DUVAL

2 NAME: Luciana Steadman. I AM Female. DOR:

3 ENTER LICENSE # _____ LGS

4 RESIDENCE ADDRESS:

5 BUSINESS ADDRESS:

6 OCCUPATION: Foreclosure processing specialist

7 RESIDENCE PHONE _____

BUSINESS PHONE _____

8 PAGE 1 OF 3

9 In a statement to Staff, Luciana Steadman states as follows:

10 I learned about the National Trade Business Alliance of America (NTBAA) health
11 insurance plan from my supervisor at [REDACTED]. She gave me a facsimile
12 that came to the office regarding the health plan. I had just started working and I
13 needed health insurance. I called 1-800-308-1332; I talked to customer service
14 agent Gary Smith, at ext. 216, at American Best Benefits. Gary Smith told me
15 about the plan and gave me a website address to review the information about the
16 health insurance plan. Gary Smith did not tell me the name of the insurance
17 company. I saw the name National Trade Business Alliance of America on the
18 website. I did not meet with an agent. I just completed the application for health
19 insurance that, Gary Smith sent me by facsimile, and I sent it back to National
20 Trade Business Alliance of America by facsimile on August 16, 2006. I paid the
21 application fee of Two Hundred Ninety-Eight Dollars (\$298.00), and the company
22 debited my checking account for One (1) monthly payment of One Hundred Sixty-
23 Two Dollars (\$162.00). I paid a total of Four Hundred Sixty Dollars (\$460.00) for
24 the health insurance plan with the National Trade Business Alliance of America. I
25 received proof of coverage by facsimile indicating I paid the Two Hundred and
26 Ninety-Eight Dollar (\$298.00) deposit premium, which included One Hundred
27 Seventy -Three Dollars (\$173.00) monthly premium and One Hundred Twenty-
28 Five Dollars (\$125.00) as an enrollment fee. The Affinity Health Care confirmation
29 of coverage indicated coverage as effective of September 1, 2006. I also received

30 survey of benefits that indicated the plan was supposed to be a basic health plan
31 that included dental coverage. I called the 800 number on September 14, 2006
32 because I did not get the policy. I talked to Chris. Chris told me I should get the
33 policy in a couple days. When I did not get the policy by September 20, 2006, I
34 called Chris back. Chris advised the cards were in the mail and no money would
35 be taken from my account until October 1, 2006. I told him to cancel the policy
36 and sent by facsimile a letter to facsimile number (856) 374-8663 to the Attention
37 of Member Services, stating I wanted the policy cancelled and a full refund of the
38 premium I paid. I finally received the policy in 2007. However, I destroyed the
39 policy after about Five (5) months because I did not think anything was going to
40 come of my complaint and I did not believe I needed the policy any longer. I tried
41 to cancel the Affinity Health Plan, but I never got a refund of my premium. I kept
42 calling the 800 number about my refund. I talked to Chris Smith, who told me the
43 refund check had to come from Ethan Erickson. I also talked to Tom Sullivan at
44 Affinity about the refund on October 4, 2006, and he verified that I cancelled the
45 policy, but he said they could not reverse the auto draft and deposit the refund but
46 I should have the refund by October 26, 2006. On October 18, 2006 I talked to
47 Jim, Chris' supervisor, who said the refund would be processed at the end of
48 October 2006. I called on October 26, 2006, and I talked to Chris' receptionist,
49 Monique, and she advised they were out to lunch. October 31, 2006 Chris
50 advised Jim had not issued the refund because he had not received the funds
51 from Ethan Erickson. On November 1, 2006, Monique told me Chris, was out of
52 town and Jim was in the hospital. I filed a complaint with the Division of
53 Consumer Services. I kept calling the 800 number, I was told Chris or Jim would
54 call back. On November 9, 2006, I spoke to Christian, from Affinity, who gave me
55 the address for Ethan Erickson at 5234 Kendall Ridge Court, Las Vegas, Nevada
56 89141. I had to research the telephone number because no one would give me
57 that information. I found the number for Ethan Erickson in Las Vegas, Nevada,
58 (702) 263-3291, ext. 102. I also spoke to Ray at Affinity on November 13, 2006.

59 Ray told me to send a certified letter to Ethan Erickson, at American Best
60 Benefits, asking for my refund. On December 1, 2006, I spoke to Ethan Erickson
61 about my refund. He told me that he had paid already paid Affinity Thirty-Five
62 Thousand Dollars (\$35,000.00) for the refunds, but he was now getting certified
63 letters from policyholders asking for their refunds. I also called the Turnersville,
64 New Jersey Sheriff's office, the New Jersey Attorney General, the New Jersey
65 Department of Insurance, the New Jersey Department of Banking, and the
66 Department of Insurance Fraud in New Jersey. I also called the FBI office in
67 Jacksonville, Florida; they told me the amount of money I lost was not enough for
68 them to open a case. I called the Florida Attorney General, and Consumer Affairs.
69 I was still not able to get the refund of my premium. I did not have a claim for
70 medical service. I lost the premium I paid in the sum of Four Hundred Sixty
71 Dollars (\$460.00). I would like to get the premium back from Ethan Erickson or
72 Affinity.

73 **People who should always know how to contact me if my address or phone**
74 **number should change**

75 [REDACTED]

77 **I, Luciana Steadman, HAVE READ THE ABOVE STATEMENT CONSISTING OF**
78 **3 PAGE(S) AND DECLARES AT THIS TIME THE EVENTS AS STATED ARE**
79 **CLEAR IN MY MIND AND THAT THE STATEMENTS ARE TRUE AND CORRECT**
80 **TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM WILLING TO APPEAR**
81 **AT A HEARING.**

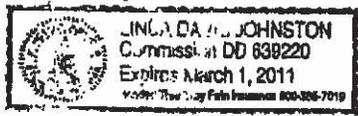
82 **THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS**
83 **8th DAY OF November 2007 BY Luciana Steadman, WHO PRODUCED A**
84 **Florida Driver License FOR IDENTIFICATION**
85 **PURPOSES AND WHO DID TAKE AN OATH.**

86 *Luciana Steadman*
87 (AFFIANT'S SIGNATURE)

89 **Subscribed and sworn to before**
90 **me this 8th day of November 2007**

91 *David Johnston*
92 **Notary Public, State of Florida at Large**
93 **My Commission expires:**

94 Ed: 6-12-02



WRS 11/8/07 411

EXHIBIT J

STATE OF FLORIDA
COUNTY OF Palm Beach

AFFIDAVIT

NAME Carol Levin IAMA F DOB _____ DL,
RESIDENCE ADDRESS _____ FL
BUSINESS ADDRESS: _____ FI
EMPLOYER'S NAME: _____ OCCUPATION Sec./Receptionist
PHONE _____ BUSINESS PHONE (_____)

PAGE 1 OF 2

RE: NTBA/ Affinity Healthcare

Prior to 9/1/06 received a fax soliciting for health insurance through Affinity healthcare. I called the 800# and spoke with Gary Smith @ 800-260-1290 (x216) Gary quoted the coverage and I was advised by Jim Doyle that this was real insurance coverage, not a medical discount plan. I paid my premium monthly in the amount of \$124.50 through my checking account (3 months) at first then sent a check for 4 months, then by credit card, up until July of 2007. I started to notice my lab bills were not being paid. I carried on correspondence with Jim Doyle and he said it would be taken care of also he kept asking me for proof of payment. Finally I got fed up and cancelled the policy, in July of 2007.

325

People who should always know how to contact me if my address or phone number should change:

AFFIANT HAS READ THE ABOVE STATEMENT CONSISTING OF _____ PAGE(S) AND DECLARES AT THIS TIME THE EVENTS AS STATED ARE CLEAR IN HIS (OR HER) MIND AND THAT THE STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF HIS (OR HER) KNOWLEDGE AND BELIEF. AFFIANT IS WILLING (IS NOT WILLING) TO APPEAR AT A HEARING.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF November 2007, BY Carol Levin WHO PRODUCED W. Notary License
(AFFIANT)

FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

(AFFIANT'S SIGNATURE)

Subscribed and sworn to before me this _____ day of _____ 2003

Notary Public, State of Florida at Large
My Commission expires:

Certificate #:

326

STATE OF FLORIDA
COUNTY OF Palm Beach

AFFIDAVIT

NAME Carol Levin IAMA F DOB: _____ DL # _____
RESIDENCE ADDRESS: _____ FL (_____)
BUSINESS ADDRESS: _____, Boca Raton _____ FL (_____)
EMPLOYER'S NAME: _____ OCCUPATION: _____
PHONE: _____ BUSINESS PHONE (_____)

PAGE 1 OF 3

RE: NTBAA / affinity Healthcare

Prior to 9/1/06, received a fax advertising
for health insurance through Affinity
Healthcare. I called the 800#
and spoke with Gary Smith @ 800-266-1290
x216. Gary quoted the coverage and I
was advised by Jim Doyle that this was
real insurance coverage, not a discount
plan. I paid my premium monthly
in the amount of \$124.50 through
my checking account at first then
sent a check for 4 months, then
by credit card, up until July of 2007.
I started to receive my lab bills
with not being paid. I carried on
correspondence with Jim Doyle and he
said it would be taken care of also
he kept asking me for proof of payment.

327

Finally I got fed up and cancelled
the policy in July of 2007.

People who should always know how to contact me if my address or phone number should change:

AFFIANT HAS READ THE ABOVE STATEMENT CONSISTING OF 3 PAGE(S) AND DECLARES AT THIS TIME THE EVENTS AS STATED ARE CLEAR IN HIS (OR HER) MIND AND THAT THE STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF HIS (OR HER) KNOWLEDGE AND BELIEF. AFFIANT ~~IS WILLING~~ (IS NOT WILLING) TO APPEAR AT A HEARING.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF November 2007, BY Carol Lewis WHO PRODUCED FL. DRIVER LICENSE # [REDACTED]
(AFFIANT)

FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH

[Signature]
(AFFIANT'S SIGNATURE)

Subscribed and sworn to before me this 2nd day of November 2007

[Signature]
Notary Public, State of Florida at Large
My Commission expires:



Certificate #: