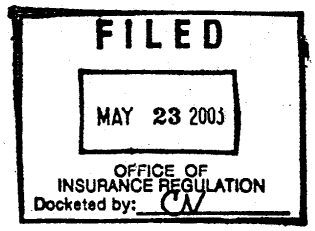

OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY
DIRECTOR

IN THE MATTER OF:

PROGRESSIVE HEALTH ALLIANCE
a/k/a PHA,

RAYMOND PALOMBO,

CASE NUMBER: 67016-03-CO

INTERNATIONAL UNION FOR THE NATURAL HEALTH, COMPLEMENTARY & ALTERNATIVE MEDICINE PROFESSIONS a/k/a THE NATURAL HEALTH UNION, THE ALTERNTIVE HEALTH BENEFIT SERVICES, THE HOLISTIC HEALTH & FINANCIAL SERIVICES, THE ALLIANCE FOR ALTERNATIVES IN HEALTHCARE, THE NATURAL HEALTH ALLIANCE, THE ACTURARIALLY SOUND BENEFIT CONSULTANTS, THE NATURAL MARKETING ASSOCIATION and/or IUNHCAMP,

STEVEN GORMAN,

HENRY GOLDEN,

RONAL QUARTERMAN,

INTERNATIONAL UNION OF INDUSTRIAL AND INDEPENDENT WORKERS a/k/a IUIIW,

JOE BELTZ,

MITCH CONELEY

JIM MILLER,

OAK TREE ADMINISTRATORS, INC.,

ADVANCED ADMINISTRATION, INC.,

JOHN EUGENE DEVLIN,

CARDINAL FINANCIAL SERVICES, INC.,

JERRY DEWAIN CROOK,

SANDRA K. CROOK,

FINANCIAL SERVICE MINISTRIES,

BILL LEETCH,

JAMES WAXLER,

DOLLY A. BUTLER,

Respondents. _____/

IMMEDIATE FINAL ORDER

TO:

Progressive Health Alliance a/k/a PHA
1735 Spruce Street, Suite D
Riverside, California 92507

and located at

Progressive Health Alliance a/k/a PHA
1819 Clarkson Road, Suite 301
Chesterfield, MO. 63017

Raymond Palombo
22738 Saticoy Street
West Hills, California 92307

International Union For The Natural
Health, Complimentary & Alternative
Medicine (IUNHCAMP)
Post Office Box 5167
West Hills, California 91308

located also at

International Union For The Natural
Health, Complimentary & Alternative
Medicine (IUNHCAMP)
2278 Saticoy Street
West Hills, California 92307

Steven Gorman
22738 Saticoy Street
West Hills, California 92307

Henry Golden
22738 Saticoy Street
West Hills, California 92307

Ronal Quarterman
22738 Saticoy Street
West Hills, California 92307

International Union of Industrial and
Independent Workers (IUIIW)
770 Old Roswell Place
Building H, Suite 200
Roswell, Georgia 30075

Joe Beltz
Post Office Box 1447
Paramount, California 90723

Jim Miller
Post Office Box 1447
Paramount, California 90723

Mitch Coneley
Post Office Box 1447
Paramount, California 90723

Oak Tree Administrators, Inc.
8131 East Rosecrans Ave.
Suite 200
P.O. Box 1447
Paramount, California 90723

Advanced Administrators, Inc.
1101 North Lake Destiny Road
Suite 130
Maitland, Florida 32751

John Eugene Devlin
1101 North Lake Destiny Road
Suite 130
Maitland, Florida 32751

Cardinal Financial Services, Inc.
2906 Penbridge Street
Kissimmee, Florida 34747

Jerry Dewain Crook
2906 Penbridge Street
Kissimmee, Florida 34747

Sandra K. Crook
2906 Penbridge Street
Kissimmee, Florida 34747

Financial Service Ministries
2411 Meadow Grove Way
Lilburn, Georgia 30047

William D. Leetch
2411 Meadow Grove Way
Lilburn, Georgia 30047

James Waxler
14427 Peppermill Trail
Clermont, Florida 34711

Dolly A. Butler
10661 Goose Prairie Rd.
Leesburg, Florida 34788

THIS CAUSE having come on to be heard by and through the Director of the Office of Insurance Regulation against the afore-referenced entities and individuals. Having been fully informed in the premises,

NOW THEREFORE, it is hereby **FOUND** as follows:

1. The Office of Insurance Regulation has jurisdiction over the parties and the subject matter pursuant to §§ 120.569(2)(n) (Decisions which affect substantial interest), 624.307 (General Powers), 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), 626.8805 (Certificate of authority to act as administrator) and 626.901 (Representing or aiding unauthorized insurer prohibited), *Florida Statutes*. As a result of alleged violations by the Respondents of the Florida Insurance Code, the Office of Insurance Regulation (hereinafter referred to as the "Office") of the Financial Services Commission within the Department of Financial Services, has caused an investigation to be made of the insurance-related activities of the Respondents.

2. Investigators for the Office of Insurance Regulation, have learned that the following licensed Florida health insurance agents, Sandra K. Crook, William D. Leetch, James Waxler, and Dolly A. Butler, as well as one suspended agent, Jerry Dewain Crook, have been marketing two health insurance plans offered through Progressive Health Alliance to Florida consumers. The International Union For the Natural Health, Complementary & Alternative Medicine Professions a/k/a IUNCHAMP, sponsored one health insurance plan. The other health plan was sponsored by International Union of Industrial and Independent Workers a/k/a IUIIW. These two plans were claimed to be exempt from state regulation under the Employee Retirement Income Security Act of 1974, as amended. However, in late 2002 the U.S. Department of Labor determined that these two plans and the entities marketing these plans were not ERISA plans and are subject to regulation by each state where the plan is marketed.

3. Progressive Health Alliance, hereinafter referred to as PHA, is an association of employers representing itself and its members in negotiating and entering into applicable

collective bargaining agreements with the International Union For the Natural Health, Complementary & Alternative Medicine Professions (IUNCHAMP). A copy of the form used by PHA in enrolling an employer into a collective bargaining agreement is attached as **Exhibit "A"**. This form was supplied to the Office by a Florida consumer who was solicited by PHA and which is factually confirmed by Exhibit "D ", later cited to herein.

4. PHA collects monies from employers and/or directly from employees to provide health insurance benefits for members of the PHA and/or the union. Raymond Palombo is President of PHA. These facts are set out in particular in the Federal District Court, Central District of California, in Case number CV 03-618 GHK (pdwl). A copy of the complaint and answer is attached herein as **Exhibit "B"**.

5. Not only was PHA negotiating and entering into applicable collective bargaining agreements with IUNCHAMP, but it was also negotiating and entering into plans with the International Union of Industrial and Independent Workers a/k/a IUIIW. Proof that PHA was accepting monies from employers to join the IUIIW is attached as **Exhibit "C"**. This exhibit contains complaint information from Florida consumers, with marketing information given to them by Florida agents.

6. By joining the PHA, an individual or group of individuals were either directed into membership into the International Union For the Natural Health, Complementary & Alternative Medicine Professions (IUNCHAMP) or the International Union of Industrial and Independent Workers (IUIIW). By doing so, a health insurance plan was offered by PHA. If an employer joined IUNCHAMP, the health plan was known as "UNIChoice". See the copy of the plan submitted by Florida consumer Mary Dunn and attached hereto as **Exhibit "D"**. If an employer joined IUIIW, the health plan was known as Unioncare. (See exhibit "C")

7. IUNCHAMP is also known by many different names including the Natural Health Union, the Alternative Health Benefit Services, and the Holistic Benefits & Services, and/or "IUNHCAMP", hereinafter referred collectively as "IUNHCAMP. A copy of the homepages of the websites of these entities is attached as **Exhibit "E".**

8. The corporate officers according to the exhibit "E" of "IUNHCAMP" were as follows:

(a). Steven Gorman, President
(b). Henry Golden, Secretary-Treasurer
(c). Ronal Quarterman, Vice-President

9. The president of IUNHCAMP, Steven Gorman, is a licensed health insurance agent with the State of Florida. A copy of his status is attached as **Exhibit "F"**.

10. Advanced Administration, Inc. is the third party administrator for the trust fund of "IUNHCAMP". This appointment was confirmed by attorney Christopher J. Karo representing "IUNHCAMP". A copy of his letter is attached as **Exhibit "G"**.

11. Advanced Administration, Inc., is not licensed by the State of Florida to act as a third party administrator. A copy of the status of this third party administrator is attached hereto as **Exhibit "H"**.

12. The corporate records from the Florida Department of State, Division of Corporations, reveal that John Eugene Devlin acts as the President of Advanced Administration, Inc. A copy of the corporate records is attached hereto as **Exhibit "I"**.

13. The officers of the International Union of Industrial and Independent Workers a/k/a IUIIW are Joe Belz, Mitch Coneley, and Jim Miller. Confirmation of the names of the union officers was taken from the web page of the union and is attached as **Exhibit "J"**. By serving as the trustees of an unauthorized entity, these individuals have aided and abetted the transaction of unauthorized insurance.

14. Oak Tree Administrators, Inc. acts as a third party administrator for "IUIIW". The address for "IUIIW" and Oak Tree Administrators are the same. This fact is confirmed in the web page of the IUIIW. (See Exhibit "J")

15. Oak Tree Administrators, Inc. is not licensed by the State of Florida to act as a third party administrator. The status of Oak Tree Administrators is attached as **Exhibit "K"**.

16. The corporate records from the Florida Secretary of State, Division of corporations reveal that Sandra K. Crook is the President of an insurance agency known as Cardinal Financial Services, Inc. A copy of said record is attached hereto as **Exhibit "L"**.

17. Jerry Dewain Crook was a licensed insurance agent with the State of Florida until his license was suspended on February 12, 2002. The agent status of this individual is attached as **Exhibit "M"**.

18. Jerry Dewain Crook, despite having his insurance license suspended on February 12, 2002, has continued to market an unauthorized product of an unauthorized insurer as recently as January of 2003. The January 2003 solicitation was a health insurance plan identified as "Unichoice". According to the marketing materials presented by former agent Crook, this health plan is marketed as a union health and welfare plan presented by PHA and sponsored by IUNCHAMP. A copy of one of his solicitations to a Florida consumer is attached hereto as **Exhibit "O"**.

19. Sandra K. Crook is a licensed health agent with the State of Florida. The agent status of this individual is attached hereto as **Exhibit "N"**.

20. Bill Leetch is a licensed non-resident health agent by the state of Florida. The agent status of this individual is attached as **Exhibit "P"**.

21. Bill Leetch operates his insurance agency under the name of Financial Service Ministries. This agent has been marketing and soliciting health insurance by unauthorized entities, which in turn was administered by an unauthorized administrator. A copy of a consumer complaint is attached hereto **Exhibit "Q"**. This exhibit reflects the efforts of agent Leetch to aid and abet an unauthorized entity and unauthorized administrators in this State. This exhibit reflects the marketing of the "Unichoice" health plan sponsored by IUNCHAMP and offered by PHA.

22. Dolly Butler is a licensed health insurance agent with the State of Florida. The agent status of this individual is attached as **Exhibit "R"**.

23. James K. Waxler was a licensed health insurance agent with the State of Florida until his surrender of his license on or about April 14, 2003. A copy of his agent status is attached as **Exhibit "S"**.

24. Both agents Waxler and Butler were involved with aiding and abetting Florida consumers by marketing and soliciting health insurance plans by an unauthorized entity, PHA. A copy of a consumer complaint has previously been attached hereto as Exhibit "C" which reflects the solicitation of an unauthorized entity

25. PHA, through the two afore-named union memberships herein, has claimed to be exempt from regulation by the state of Florida under the pre-emption federal guidelines under ERISA. The Department of Labor determined that the organization is a MEWA and is subject to state regulation by its November 4, 2002 opinion. Until this opinion the Respondents have operated under the guise that it was regulated according to the Federal Laws associated with ERISA, and not any state regulations. A copy of the opinion from the U.S. Department of Labor is attached hereto as **Exhibit "T"**.

26. Despite the absence of any Certificate of Authority or any authorization to transact insurance business in Florida, Progressive Health Alliance ("PHA"), the International Union for the Natural Health, Complementary & Alternative Medicine Professions a/k/a the Natural Health Union and/or IUNHCAMP, and the Industrial Union of Industrial and Independent Workers (IUIIW), or any entity associated with said entities, have engaged and currently engage in the unlicensed, unauthorized and therefore illegal business of insurance in violation of § 624.401, § 626.901 & § 626.902, *Florida Statutes*. The authorized status of these Respondents is attached hereto **as Exhibit "U"**.

27. The attorney letter previously referred to as Exhibit "G", makes a reference that IUNCHAMP has recently contracted with American Travelers Assurance Company, a Florida licensed insurance entity, to fund its health insurance plans. However, said policy expires in June of this year and the Respondents have not contacted the Florida Department of Financial Services in approving any solicitations or plans, even though marketing and solicitations continue.

28. None of the afore-named Respondents are subject to any exception to the requirements of the Florida Insurance Code for a Certificate of Authority.

29. The continued marketing, soliciting and sales of unauthorized insurers, by licensed or unlicensed agents, presents a continuing present and immediate danger to the Florida public. All of the marketing and solicitations complained of herein aids and abets the unlicensed, and therefore unauthorized insurance entities PHA, IUNHCAMP and IUIIW. By aiding an unauthorized insurance entity, the Respondents violate § 626.901, *Florida Statutes*. Additionally, § 626.902, *Florida Statutes,* provides that any violation of § 626.901, *Florida Statutes,* by a licensed agent, or any individual, is a third degree felony.

30. Pursuant to § 120.569(2)(n), *Florida Statutes*, the Director of the Office of Insurance Regulation finds that the continued transaction of insurance and the continued violations of the Florida Insurance Code, as cited herein, constitutes an immediate danger to the public welfare so as to require the issuance of this Immediate Final Order. Further, the Director of the Office of Insurance Regulation finds that the continued involvement of all of the Respondents to market an unauthorized insurance entity, not only presents a grave danger to the public, but also is a willful, civil and criminal, violation of the Insurance Code pursuant to § 626.901, *Florida Statutes.*

Accordingly, **IT IS HEREBY ORDERED**:

A) The Respondents, whether acting in or outside the State of Florida as insurance agents, insurance agencies, insurance adjusters, third-party administrators, managing general agents, unauthorized insurers, or otherwise engaging in the business of insurance, either directly or indirectly through named and unnamed persons, entities, agents, or otherwise, shall forthwith **CEASE AND DESIST** from the transaction of any new or renewal insurance business as or on behalf of unauthorized insurers.

B) The Respondents shall forthwith 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 any unauthorized product in Florida, of the cessation of this portion of their Florida business because they are marketing an unauthorized product, and due to this Immediate Final Order, shall also inform such persons and entities that no further applications will be accepted, contracts issued or premiums accepted. The Respondents shall furnish for approval or edit a draft of such notification to the Office of Insurance Regulation within five (5) business days from the receipt of this Immediate Final Order, along with a list of names and addresses of every agent, broker, salesperson, and other marketing outlet. Thereafter,

Respondents shall within five (5) business days of receipt by mail or by fax of the Office of Insurance Regulation's approval or edits, mail such letter (in revised form, if edited by the Office) to all such agents, brokers, salespersons, and other marketing outlets, and shall immediately thereafter file the sworn attestations of Jerry Dewain Crook, James Waxler, Raymond Palombo, John Eugene Devlin, Sandra K. Crook, Bill Leetch, and Dolly A. Butler and any representative that has authority on behalf of the entities named as a Respondent herein, that there has been full compliance with this provision.

C) The Respondents shall forthwith notify in writing each Florida subscriber, member, and beneficiary of, and each applicant for, any unauthorized policy, contract, plan, or other product of the cessation of their business in Florida because it is an unlicensed insurer and/or because it has marketed an unauthorized product. Due to this Immediate Final Order, each such subscriber, member, beneficiary, and applicant should immediately obtain health coverage from a licensed insurer or Health Maintenance Organization, administered by a licensed administrator with the State of Florida. The Respondents shall furnish for approval or edit a draft of such notification to the Office of Insurance Regulation within five (5) business days from the receipt of this Immediate Final Order. Thereafter, they shall, within five (5) business days of receipt by mail or by fax of the Office of Insurance Regulation's approval or edits, mail such notice, in revised form, if edited by the Office, to each such subscriber, member, beneficiary, and applicant, and shall immediately thereafter file the sworn attestations of James Waxler, Raymond Palombo, John Eugene Devlin, Sandra K. Crook, Bill Leetch, and Dolly A. Butler and any representative that has authority on behalf of the entities named as a Respondent herein and on behalf of any entity that they exercise any control over, that there has been full compliance with this provision. If more than one individual in any household is a subscriber, member, beneficiary or applicant, a

single notice, properly addressed, to any one such person in that household shall constitute notice to all persons in that household. In those situations in which the parties named herein contend that a group, association, or other multi-participant policy or contract was issued or applied for, the Respondents shall furnish the requisite notice to each participant, member, beneficiary, and person afforded or to be afforded coverage under each policy or contract. If there is more than one participant, member, beneficiary, or person afforded or to be afforded coverage within a single household, one notice, properly addressed to any one such person in that household shall constitute notice to all persons in that household.

D) The Respondents, shall, within fifteen (15) calendar days from the receipt of the Immediate Final Order hereof, deliver to the Office of Insurance Regulation a full and complete accounting of all premiums, "contributions", "membership fees" and "association" dues collected, and health claims paid or incurred, since the inception of their marketing operation complained of within this Order related to any Florida participant. This accounting shall include, but is not limited to, the identity of each insurer that premiums were collected for. Further, all such premiums collected for Florida consumers, shall be forwarded to and made payable to the Office of Insurance Regulation with sufficient transmittal information clearly designating the names and addresses of the Florida consumers and the amounts paid by each consumer.

E) 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, or contractual rights of any subscriber, member, beneficiary, or person afforded coverage under any contract, policy, or plan policy or contract, or of any person that furnished health care goods or services pursuant to or in reliance upon the existence of a contract, policy, or plan with, from, or involving the Respondents.

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 administrators engaging in the business of insurance in Florida, as well as the marketing of unauthorized insurance within the State of Florida. Procedures set forth therein afford the Respondents the opportunity to request a proceeding pursuant to Section 120.57, *Florida Statutes*.

DONE and **ORDERED** this 23rd day of MAY, 2003.

KEVIN MCCARTY
Director of the 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 of the Office of Insurance Regulation, acting as the agency clerk, at 612 Larson Building, Tallahassee, Florida 32399-0333, and a copy of the same with the appropriate district court of appeal, within thirty (30) days of rendition of this Order.

All correspondence or requests for hearing should contain the case number and/or style of the case as listed on page one of this order.

Progressive Health Alliance a/k/a PHA (and located at) Progressive Health Alliance a/k/a PHA
1735 Spruce Street, Suite D
Riverside, California 92507

1819 Clarkson Road, Suite 301
Chesterfield, MO. 63017

International Union For The Natural Health, Complimentary & Alternative Medicine Professions (IUNHCAMP) (and located at) International Union For The Natural Health, Complimentary & Alternative Medicine Professions (IUNHCAMP)
Post Office Box 5167
West Hills, California 91308

2278 Saticoy Street
West Hills, California 92307

Cardinal Financial Services, Inc.
2906 Penbridge Street
Kissimmee, Florida 34747

Jerry Dewain Crook
2906 Penbridge Street
Kissimmee, Florida 347

James Waxler
1509-1 South Street
Leesburg, Florida 34748

Raymond Palombo
22738 Saticoy Street
West Hills, California 92307

Steve Gorman
22738 Saticoy Street
West Hills, California 92307

Henry Golden
22738 Saticoy Street
West Hills, California 92307

Ronal Quarterman
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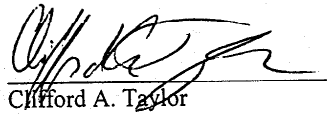
10661 Goose Prairie Road
Leesburg, Florida 34788

Financial Service Ministries
2411 Meadow Grove Way
Lilburn, Georgia 30047

William D. Leetch
2411 Meadow Grove Way
Lilburn, Georgia 30047

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Immediate Final Order has been sent by Certified Mail this 23rd day of MAY, 2003 to the above-referenced individuals and entities.



Clifford A. Taylor
Senior Attorney
Division of Legal Services
Office Of Insurance Regulation
200 East Gaines Street, 6th Floor
Tallahassee, Florida 32399-0333
Telephone: 850/ 413-4143
Fax: (850) 922-2543

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that the attached form used by Progressive Health Alliance in enrolling an employer into a collective bargaining agreement is a true and correct copy of the official records maintained in the regular course of business at the Department of Financial Services.

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

Tom Gallagher

Chief Financial Officer

AUTHORIZATION OF COLLECTIVE BARGAINING REPRESENTATIVE

Date: _____

To. International Union for the Natural Health, Complementary & Alternative Medicine Professions, IPTEU-OPEIU, AFL CIO

From: _____
(corporate name of employer)

The undersigned employer hereby designates PROGRESSSIVE HEALTH ALLIANCE., as their exclusive representative for the purpose of negotiating and administering collective bargaining agreements with the International Union for the Natural Health, Complementary & Alternative Medicine Professions, ITPEU-OPEIU, AFL-CIO, and for the prompt settlement and adjudication of disputes between the employer and the union. The employer agrees to be bound by the Collective Bargaining Agreement between the union and Progressive Health Alliance. This designation may be withdrawn at any time with sixty (60) days written notice to the designated representative

REPRESENTATIVE:

Progressive Health Alliance

Address:

_____

_____

EMPLOYER:

X_____
(Signature Required)

_____
Print Name

_____
Address

_____
City, State, Zip Code

_____
Area Code & Phone No.

International Union for the Natural Health,
Complementary & Alternative Medicine Professions
affiliated with ITPEU-OPEIU, AFL-CIO
Post Office Box 5167, West Hills, CA 91308
818 226-9829 – FAX 818 226-9820

BOTH SECTIONS MUST BE COMPLETED AND SIGNED

MEMBERSHIP APPLICATION

I, the undersigned, do hereby apply for membership in the International Union for the Natural Health, Complementary & Alternative Medicine Professions, (ITPEU-OPEIU, AFL-CIO) "Union" and designate the Union to act as sole collective bargaining agent on all matters affecting my wages, hours and working conditions, with _____ (name of Company) and/or its successor. I further consent to the use of this application as evidence that the Union represents a majority of employees in any bargaining unit. I am applying for membership of my own free will and without inducement, insistence or coercion by any officer or authorized representative of the Union.

Full Name _____

Social Security No. _____

Street Address _____ City _____ State _____ Zip _____

Phone Number (____) _____ Fax Number (____) _____ Date of Birth _____

MEMBER SIGNATURE: X _____ Date _____

This Is NOT A Bank Draft Authorization - It Only Authorizes Your Employer To Deduct Your Union Dues And Remit It To The Union

DUES DEDUCTION AUTHORIZATION

Date _____ To: _____ (Company) and/or its successors

I hereby authorize you to deduct from my wages each pay period commencing _____ (date) a proportionate amount of my initiation fee and/or monthly membership dues or nonmember fees as designated by International Union for the Natural Health, Complementary & Alternative Medicine Professions ("Union"), while I am an employee of the Company or its lawful successor. The aforesaid initiation fee, membership dues or nonmember fees shall be remitted promptly by you to a designated official or employee of the Union.

This authorization shall be irrevocable, regardless of whether I remain a member of the Union, for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the Company, or its lawful successor, and the Union, whichever occurs sooner. I further direct you to maintain this authorization in effect, regardless of whether I remain a member of the Union, after the expiration of the shorter of the periods specified above for further successive periods of one (1) year provided there is then in effect a collective bargaining agreement between the Company, or its lawful successor, and the Union providing for checkoff of Union dues and/or nonmember fees

This authorization may only be revoked during the 15 day period following the expiration of any such year or during the 15 days following the termination date of the collective bargaining agreement between the Company, or its successor, and the Union covering my employment if such date shall occur within one of the aforesaid annual periods. I further agree that this authorization may only be revoked by written notice signed by me and received by the Company and the Union during any such 15-day period. Any such revocation shall become effective immediately upon receipt by the Company and the Union, and no dues shall be deducted from my wages following such receipt.

SIGNATURE _____ _____ Print Name _____ Social Security No.

COPY

Daniel M. Shanley, Esq., Bar No. 169182
Lee S. Feldman, Esq., Bar No. 65771
a members of
DeCARLO, CONNOR & SELVO
a Professional Corporation
533 S. Fremont Avenue, Ninth Floor
Los Angeles, California 90071-1706
Telephone (213) 488-4100
Telecopier (213) 488-4180

Attorneys for Plaintiff, Board of Trustees of IUNHCAMP Health & Welfare Fund

FILED
03 JAN 27 PM 2:30
U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
EASTERN DIVISION

UNITED STATES DISTRICT COURT

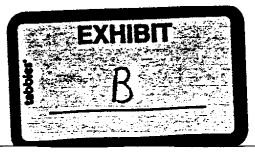
CENTRAL DISTRICT OF CALIFORNIA

EASTERN DIVISION

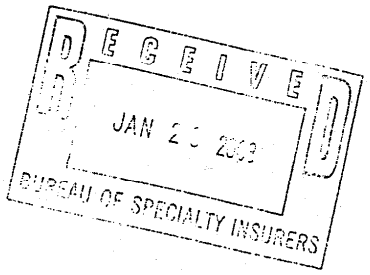
BOARD OF TRUSTEES OF THE IUNHCAMP HEALTH & WELFARE FUND, Plaintiff, v. PROGRESSIVE HEALTH ALLIANCE, an unincorporated association; RAYMOND PALOMBO, an individual; and DOES 1 through 10, inclusive, Defendants.	CASE NO. CV 03-618 GHK (PJWx) COMPLAINT FOR: 1. FAILURE TO PAY FRINGE BENEFIT CONTRIBUTIONS IN VIOLATION OF SECTION 515 OF ERISA 2. DEFALCATION OF FIDUCIARY BY THE MISAPPROPRIATION OF PLAN ASSETS HELD IN FIDUCIARY CAPACITY IN VIOLATION OF SECTION 403(c)(1) OF ERISA 3. BREACH OF FIDUCIARY DUTIES IN VIOLATION OF SECTION 404 OF ERISA 4. INJUNCTIVE RELIEF FOR BREACH OF FIDUCIARY DUTIES AND/OR FAILURE TO FULLY PAY EMPLOYER MONTHLY CONTRIBUTIONS

JURISDICTION AND VENUE

1. This is a civil action for damages for failure to pay fringe benefit contributions, for defalcation of a fiduciary by the misappropriation of plan assets held in a fiduciary capacity,



Subject: Delivery Confirmation 337787.01
Date: Mon, 27 Jan 2003 15:36:04 -0800
From: "DDS Customer Service" <corey.lancaster@ddslegal.com>
To: ehamilto@deconsel.com



Order 337787.01 was delivered Mon 01/27/03 3:36 PM
Signed for by: Raymond Palombo - Inv. And

Caller

Esta Hamilton

Origin

Rdc
3470 12th St
Riverside CA 92501
(909) 328-4450
serve company and raymond palombo two sets of docs

Destination

Progressive Health Alliance,An Unicorp Assoc.
1735 Spruce St Ste D
Riverside CA 92507

References

12813/9177

COPY

Daniel M. Shanley, Esq., Bar No. 169182
Lee S. Feldman, Esq., Bar No. 65771
a members of
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Attorneys for Plaintiff, Board of Trustees of IUNHCAMP Health & Welfare Fund

FILED
03 JAN 27 PM 2:30
CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

EASTERN DIVISION

BOARD OF TRUSTEES OF THE IUNHCAMP HEALTH & WELFARE FUND, Plaintiff, v. PROGRESSIVE HEALTH ALLIANCE, an unincorporated association; RAYMOND PALOMEO, an individual; and DOES 1 through 10, inclusive, Defendants.	CASE NO. CV 03-618 GHK (PJWX) COMPLAINT FOR: 1. FAILURE TO PAY FRINGE BENEFIT CONTRIBUTIONS IN VIOLATION OF SECTION 515 OF ERISA 2. DEFALCATION OF FIDUCIARY BY THE MISAPPROPRIATION OF PLAN ASSETS HELD IN FIDUCIARY CAPACITY IN VIOLATION OF SECTION 403(a)(1) OF ERISA 3. BREACH OF FIDUCIARY DUTIES IN VIOLATION OF SECTION 404 OF ERISA 4. INJUNCTIVE RELIEF FOR BREACH OF FIDUCIARY DUTIES AND/OR FAILURE TO FULLY PAY EMPLOYER MONTHLY CONTRIBUTIONS

JURISDICTION AND VENUE

1. This is a civil action for damages for failure to pay fringe benefit contributions, for defalcation of a fiduciary by the misappropriation of plan assets held in a fiduciary capacity,

for breaches of fiduciary duties, and for injunctive relief to prevent further breaches of fiduciary duties and to compel timely reporting and payment of contributions due and owing. This action arises under, and jurisdiction of the court is conferred by, Section 301 of the Labor-Management Relations Act of 1947, as amended ("LMRA"), 29 U.S.C. §185(a), and Sections 502 and 515 of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), 29 U.S.C. §§ 1132 and 1145.

2. Venue is proper in the Central District of the United States District Court because all, or substantially all, of the transactions and conduct described in the complaint originated and/or took place within the jurisdiction of this Court. Specifically, but not exclusively, defendants PROGRESSIVE HEALTH ALLIANCE and RAYMOND PALOMBO have business offices, entered into the applicable collective bargaining agreement and failed to make fringe benefit contribution due and owing within the jurisdiction of the United Stated Central District of California. Venue is also proper in the Central District because this is where the breaches of fiduciary duties occurred and/or where a defendant resides or may be found. Section 502(e)(2) of ERISA, 29 U.S.C. § 1132(e)(2) and 28 U.S.C. § 1391(b).

3. Pursuant to Section 502(h) of ERISA, 29 U.S.C. § 1132(h), TRUSTEES have, concurrently with the filing of this complaint, served a copy of same upon the Secretary of Labor and Secretary of the Treasury.

PARTIES AND OTHERS

4. BOARD OF TRUSTEES OF THE IUNHCAMP HEALTH & WELFARE FUND ("TRUSTEES") have brought this action in their representative

capacity as fiduciaries of the IUNHCAMP HEALTH & WELFARE FUND ("PLAN"), as that term is defined in ERISA. The PLAN was and now is an "employee welfare benefit plan" within the meaning of Section 3(1) of ERISA, 29 U.S.C. § 1002(3)(1), a "multiemployer plan" within the meaning of Section 3(37) of ERISA, 29 U.S.C. § 1002(37) and an express trust established pursuant to Section 302 of the LMRA, 29 U.S.C. § 186, being jointly managed by an equal number of employer and labor trustees.

5. On information and belief, at all relevant times herein mentioned PROGRESSIVE HEALTH ALLIANCE ("PHA") was an unincorporated association of employers representing itself and its members in negotiating and entering into the applicable collective bargaining agreement with the International Union for the Natural Health, Complementary & Alternative Medicine Professions, AFL-CIO, ("UNION"). PHA was and now is engaged in business in Southern California and nationwide, and was and now is an "employer" within the meaning of Section 3(5) of ERISA, 29 U.S.C. § 1002(5), acting directly as an employer, or indirectly in the interest of an employer, in relation to the PLAN.

6. At all relevant times herein mentioned PHA was and now is a fiduciary within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A), because it exercised discretionary authority or discretionary control respecting management of the PLAN and/or authority or control respecting management or disposition of the PLAN's assets and/or had discretionary authority or discretionary responsibility in the administration of the plan. PHA managed, administered and directed the collection process for PLAN assets, including directing and collecting contributions from other

employers on their employees' behalf through segregated funds and/or from their employees through deductions from their wages. At all times relevant herein mentioned, PHA was and now is a party-in-interest to the Plan within the meaning of Section 3(14) of ERISA, 29 U.S.C. § 1002(14).

7. At all relevant times herein mentioned RAYMOND PALOMBO, ("PALOMBO") was President of PHA.

8. On information and belief, at all relevant times herein mentioned PALOMBO was and now is a fiduciary within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A), because he exercised discretionary authority or discretionary control respecting management of the PLAN and/or authority or control respecting management or disposition of the PLAN's assets and/or had discretionary authority or discretionary responsibility in the administration of the plan. PALOMBO managed, administered and directed the collection process for PLAN assets, including directing and collecting contributions from other employers on their employees' behalf through segregated funds and/or from their employees through deductions from their wages. At all relevant times herein mentioned, PALOMBO was and now is a party-in-interest to the Plan within the meaning of Section 3(14) of ERISA, 29 U.S.C. § 1002(14).

9. Defendants Does 1 through 10, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to TRUSTEES. When their true names and capacities are ascertained, TRUSTEES will amend this complaint by inserting their true names and capacities herein. TRUSTEES are informed and believe and thereon allege that each of the fictitiously named

defendants are responsible in some manner for the occurrences herein alleged, either through its own conduct, or through the conduct of its agents, servants and/or employees, or in some other manner as yet unknown, and that the PLAN's damages as herein alleged were proximately caused by those defendants. Each reference in this complaint to "defendant," "defendants," or specifically named defendants refers also to all defendants sued under fictitious names.

OPERATIVE ALLEGATIONS

10. At all relevant times PHA was bound to a written collective bargaining agreement ("CBA") with the UNION. A true and correct copy is attached as Exhibit "1". PALOMBO signed the CBA as President of PHA, and on behalf of its member employers.

11. The CBA binds PHA to the terms and conditions of the PLAN's Agreement and Declaration of Trust establishing the PLAN ("TRUST"), and any amendments, modifications, extensions, supplementations or renewals of the Plan's agreements. A true and correct copy of the TRUST is attached hereto as Exhibit "2." The CBA and the TRUST are collectively referred to as "AGREEMENTS".

12. The AGREEMENTS require PHA to pay on behalf of every bargaining unit employee who elects to participate the applicable contribution rate established by the PLAN. CBA ¶ 3; TRUST ¶ 2.03.

13. The AGREEMENTS obligated PHA to deduct from the wages of every employee choosing to participate in the Plan. CBA ¶ 3. In addition, PHA and PALOMBO on their own managed, administered and directed the collection process for PLAN assets, including directing and collecting contributions from other employers on their employees' behalf through segregated funds and/or from their

employees through deductions from their wages.

14. The AGREEMENTS require that all contributions shall be made on a monthly basis and shall be due and payable by the fifteenth (15th) day of each month and shall be accompanied by a report setting forth the name of each Employee on whose behalf contributions are being made, the social security number of each Employee, the numbers of hours worked by each Employee during the period in question and the amount being contributed on behalf of each Employee. TRUST ¶ 2.04(b).

15. The AGREEMENTS provide that if payment is not received from PHA within ten (10) days following the due date, interest at the rate of one and one half percent (1.5%) per month, calculated on a daily basis, and liquidated damages of twenty percent (20%) of the amount of any delinquent contributions shall be assessed against such Employer. TRUST ¶ 7.02(c).

FIRST CLAIM FOR RELIEF

(FAILURE TO PAY FRINGE BENEFIT CONTRIBUTIONS IN VIOLATION OF SECTION 515 OF ERISA - PHA)

16. TRUSTEES re-allege Paragraphs 1 through 15.

17. Section 515 of ERISA provides that every employer who is obligated to make contributions to a multiemployer plan under the terms of the plan or under the terms of a collectively bargained agreement shall make such contributions in accordance with the terms and conditions of such plan or such agreement. 29 U.S.C. § 1145.

18. PHA was responsible for collecting and making contributions in the approximate amount in excess of $5.5 million from the period beginning January 2002, through December 2002.

However, PHA transmitted over to the PLAN only the approximate amount of $4 million.

19. PHA has failed to collect and/or make the fringe benefit contributions required by the AGREEMENTS, and there is now due, owing and unpaid to the PLANS from PHA the approximate amount of at least $1.4 million. Exhibit "3" sets forth the monthly amount which should have been collected (PHA Invoiced and Posted column) and the monthly amount actually transmitted to the PLAN.

20. As a result of the failure to pay fringe benefit contributions, PHA is liable for the unpaid contributions due and owing and interest on the unpaid contributions from the first of the month following the date due, at the rate prescribed by the AGREEMENTS.

21. As a result of the failure to pay fringe benefit contributions, PHA is liable for an amount equal to the greater of interest on the unpaid contributions as prescribed by Section 6621 of the Internal Revenue Code of 1954, 26 U.S.C. § 6621, or liquidated damages provided for under the AGREEMENTS.

22. It has been necessary for TRUSTEES to engage counsel to bring this action to recover the delinquent fringe benefit contributions. Pursuant to the AGREEMENTS (Trust ¶ 7.02(d)) and Section 502(g)(2) of ERISA, 29 U.S.C. § 1132(g)(2), PHA is liable for reasonable attorneys' fees incurred in litigating this matter.

23. The PLAN has complied with all conditions precedent to bringing this action.

24. PHA is delinquent in contributions in a further sum, the exact amount of which is unknown to the TRUSTEES, and TRUSTEES will move to amend this complaint when the true amount of the

fringe benefit contribution delinquency is determined.

SECOND CLAIM FOR RELIEF

(DEFALCATION OF FIDUCIARY BY THE MISAPPROPRIATION OF PLAN ASSETS HELD IN FIDUCIARY CAPACITY IN VIOLATION OF SECTION 403(c)(1) OF ERISA - PHA AND PALOMBO)

25. Trustees re-allege paragraphs 1 through 24.

26. Section 403(c)(1) of ERISA provides that the assets of the Plan shall never inure to the benefit of any employer and shall be held for the exclusive purposes of providing benefits to participants in the plan and their beneficiaries. 29 U.S.C. § 1103(c)(1).

27. On its own and/or as obligated under the AGREEMENTS PHA managed, administered and directed the collection process for PLAN assets, including directing and collecting contributions from other employers on their employees' behalf through segregated funds and/or from their employees through deductions from their wages. These functions were performed by PHA and on information and belief, and in practice, these functions were also performed by PALOMBO. In assuming the obligations to ascertain and report contributions to the PLAN, PHA and PALOMBO entered into a fiduciary relationship with the PLAN, and were thereby obligated to collect from PHA and all participating employers the amounts of direct employer contributions and amounts authorized to be deducted from the employees' wages and/or contributions from employers on their employees' behalf as required under the AGREEMENTS and to pay the PLAN all such funds withheld or contributed.

28. TRUSTEES are informed and believe and, based on such

information and belief, allege that at least during the period from January 2002 through December 2002, and continuing, PHA and PALOMBO withheld and/or received funds from PHA's and its participating employers' employees' wages and from employers contributing directly on behalf of their employees, yet failed to forward all of the withheld funds to the PLAN, in an amount to be proven at trial but at least in the amounts set forth in Exhibit "3."

29. The funds deducted from the employees' wages and the contributions made by the employers on their employees' behalf are and were plan assets. By acting in this manner, PHA and PALOMBO exercised discretionary authority or discretionary control respecting management of the PLAN and/or authority or control respecting management or disposition of the PLAN's assets and/or had discretionary authority or discretionary responsibility in the administration of the plan and were thus fiduciaries.

30. TRUSTEES are informed and believe and, based on such information and belief, allege that by failing to segregate trust property, by misappropriating and/or failing to account for trust property and/or by failing to timely tender all funds withheld from employees to the PLAN, PHA and PALOMBO breached their fiduciary obligations and thus engaged in defalcation.

31. By engaging in the acts and omissions described herein, PHA and PALOMBO caused assets of the PLAN to inure to the benefit of an employer, namely PHA, and not for the exclusive purposes of providing benefits to participants in the plan and their beneficiaries, in violation of Section 403(c)(1) of ERISA. 29 U.S.C. §1103(c)(1).

THIRD CLAIM FOR RELIEF

(BREACH OF FIDUCIARY DUTIES IN VIOLATION OF SECTION 404 OF ERISA - PHA AND PALOMBO)

32. TRUSTEES re-allege paragraphs 1 through 31.

33. Section 404 of ERISA requires that a fiduciary shall discharge his duties with respect to a plan solely in the interest of the participants and beneficiaries and with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in alike capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Section 404 imposes a duty of undivided loyalty upon fiduciaries, making clear that in the exercise of their authority, fiduciaries must not act in their interest or act on behalf of parties with adverse interests. They must act for the exclusive purpose of providing benefits to participants and their beneficiaries. Section 404 requires that fiduciaries shall act in accordance with the documents and instruments governing the plan. 29 U.S.C. § 1104(a)(1)(A)(B) & (D).

34. PHA and PALOMBO were fiduciaries.

35. By engaging in the conduct alleged above, and particularly alleged in paragraphs 28 and 30, PHA and PALOMBO violated Section 404. PHA and PALOMBO did not act solely in the interests of the participants; they acted in their own interests with respect to PLAN assets. PHA and PALOMBO did not act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an

enterprise of a like character and with like aims. PHA and PALOMBO did not act according to the PLAN documents.

36. As a direct and proximate result of PHA and PALOMBO's breach of fiduciary duties, the PLAN has sustained damages in an amount to be proven at trial but at least in the amounts set forth in Exhibit "3."

37. Further, as a direct and proximate result of PHA and PALOMBO's breach of fiduciary duties, the PLAN has been forced to incur attorneys' fees and costs in an amount to be proven at trial.

FOURTH CLAIM FOR RELIEF

(INJUNCTIVE RELIEF FOR BREACH OF FIDUCIARY DUTIES AND/OR FAILURE TO PAY EMPLOYER MONTHLY CONTRIBUTIONS - PHA AND PALOMBO)

38. TRUSTEES re-allege paragraphs 1 through 37.

39. Section 502(a)of ERISA provides, in part: "A civil action may be brought . . . (3) by a . . . fiduciary (A) to enjoin any act or practice which violates any provision of this title or the terms of the plan. . . ." 29 U.S.C. § 1132(a).

40. Additionally, Section 515 of ERISA, as amended, provides: "Every employer who is obligated to make contributions to a multiemployer plan under the terms of the plan or under the terms of a collectively bargained agreement shall . . . make such contributions in accordance with the terms and conditions of such plan or such agreement." 29 U.S.C. § 1145.

41. PHA and/or PALOMBO have submitted monthly employer contribution reports to the PLAN late and/or without full contributions that have been and/or should have been deducted from the employees' wages from at least during the period of January

2002 through December 2002. Additionally, PHA and/or PALOMBO have submitted monthly employer contribution reports to the PLAN late and/or without full contributions that have been and/or should have been made by employers on behalf of their employees from at least during the period of January 2002 through December 2002.

42. PHA and/or PALOMBO have failed to submit any monthly contribution reports to the PLAN for the period of January 2003 to the present, and have indicated they will not furnish such contributions in the future. On information and belief, however, PHA and/or PALOMBO ceased to collect from employers on their employees' behalf and/or the employees' wages the contributions due, owing and unpaid to the PLAN, or have continued to collect such contributions from employers on their employees' behalf and/or deductions from their employees' wages but have refused to contribute the same to the PLAN.

43. As a result of the PHA and/or PALOMBO's failure to pay contributions on the dates on which its contributions were due, PHA and/or PALOMBO have become indebted to the PLAN for contributions, liquidated damages, and interest.

44. TRUSTEES timely notified PHA by letter of its delinquencies and repeatedly demanded payment of the delinquencies. To date, PHA has failed to pay the delinquencies owed to the PLAN.

45. PHA's failure to promptly and completely pay its delinquencies to the PLAN on the dates on which such contributions were due is a violation of the AGREEMENTS. PHA's and PALOMBO's failure to promptly and completely pay over completely all the PLAN's assets it received from the employees and/or its member

employers on the dates on which such contributions were due is a violation of PHA's and PALOMBO's fiduciary duties.

46. On information and belief, PHA and PALOMBO will continue to refuse or fail to pay contributions to the PLAN and thereby create future unpaid delinquencies during the remaining terms of the AGREEMENTS. Unless PHA and PALOMBO are enjoined from failing to make contributions and restrained from incurring delinquencies, the PLAN will suffer irreparable injury for which there is no adequate remedy at law since, among other things, the costs to the PLAN will rise because they will now be borne by a smaller risk pool forcing it to possibly reduce benefits and/or increase contributions rates for those remaining under the PLAN and the PLAN will be required to bring a multiplicity of actions at law to recover the delinquencies as they occur, to the PLAN'S great expense and hardship. Further, unless PHA and PALOMBO are so enjoined, based on experiences with other similarly situated employers, the PLAN has little prospect of ever collecting on the additional delinquencies incurred as such employers frequently petition for bankruptcy, dissolve or otherwise cease doing business as a result of the financial difficulties involved in their delinquencies, and the PLAN is unable thereafter to collect delinquencies thus owing.

47. PHA and PALOMBO will continue to hold and dissipate the PLAN assets wrongfully withheld from the PLAN. Unless PHA and PALOMBO are enjoined from continuing to hold and/or dissipate such PLAN assets, the PLAN will be irreparably harmed for which there is no adequate remedy for such continuing breaches of PHA's and PALOMBO's fiduciary duties.

WHEREFORE, TRUSTEES pray for judgment as follows:

FOR TRUSTEES' FIRST CLAIM FOR RELIEF

(DELINQUENT CONTRIBUTIONS AS TO PHA):

1. For contributions due and owing as of the date of judgment in an amount to be proven at trial;

2. For interest on the amount of unpaid contributions as prescribed in the TRUST and in Section 502(g)(2)(c)(i) of ERISA, 29 U.S.C. § 1132(g)(2)(c)(i); and

3. For liquidated damages in an amount equal to 20% of the unpaid contributions, as prescribed in the TRUST and in Section 502(g)(2)(c)(ii), 29 U.S.C. § 1132(g)(2)(c)(ii).

FOR TRUSTEES' SECOND CLAIM FOR RELIEF

(FIDUCIARY DEFALCATION AS TO PHA AND PALOMBO):

1. Requiring these fiduciaries to make good to the PLAN any losses to the PLAN resulting from each such breach, and to restore to the PLAN any profits of these fiduciaries which have been made through the use of such assets of the PLAN by these fiduciaries, in an amount to be proven at trial; and

2. For the amount of debt, plus interest as proven at trial.

FOR TRUSTEES' THIRD CLAIM FOR RELIEF

(FIDUCIARY BREACH AS TO PHA AND PALOMBO):

1. Requiring these fiduciaries to make good to the PLAN any losses to the PLAN resulting from each such breach, and to restore to the PLAN any profits of these fiduciaries which have been made through the use of such assets of the PLAN by these fiduciaries, in an amount to be proven at trial.

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FOR TRUSTEES' FOURTH CLAIM FOR RELIEF

(INJUNCTIVE RELIEF AS TO PHA AND PALOMBO):

1. For issuance of a temporary, preliminary and/or permanent injunction, restraining and enjoining PHA and PALOMBO, their agents, servants, successors, employees and those persons acting in concert or participation, from engaging in any acts in violation of Sections 403 and 404 of ERISA, 29 U.S.C. §§ 1103 & 1104;

2. For issuance of a temporary, preliminary and/or permanent injunction, restraining and enjoining PHA and PALOMBO, their agents, servants, successors, employees and those persons acting in concert or participation, from failing to make required contributions to the PLAN and required by the AGREEMENTS;

3. For an accounting of PLAN assets collected and withheld from the PLAN;

4. For an award of restitution and disgorgement from PHA and PALOMBO to the PLAN in an amount to be proven at trial.

ON ALL CLAIMS FOR RELIEF

1. For an award of reasonable attorneys' fees and all other reasonable costs, including court costs, incurred as provided under ERISA and the AGREEMENTS;

2. For such other and further relief as the court may deem just and proper.

Dated: January 27, 2003

DeCARLO, CONNOR & SELVO,
a Professional Corporation

By: DANIEL M. SHANLEY
Attorneys for Plaintiff,
Board of Trustees of IUNHCAMP Health & Welfare Fund

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that the attached affidavit of Delnora Duprey is a true and correct copy of the official records maintained in the regular course of business at the Department of Financial Services.

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

Tom Gallagher

Chief Financial Officer

EXHIBIT
C

STATE OF FLORIDA AFFIDAVIT COUNTY OF SUMTER

NAME: Delnora Dellarco Duprey I AM A: White, Female [redacted] SSN: [redacted]

RESIDENCE ADDRESS : [redacted]

BUSINESS ADDRESS : N/A

EMPLOYER'S NAME : N/A OCCUPATION: Retired

RESIDENCE PHONE : [redacted] MOBILE PHONE: [redacted]

RE: James K Waxler (License #D016907)
Health Insurance

I opened the telephone book to call insurance agencies about major medical insurance. I called several agencies over a two week period. I called Byrd Insurance Agency in or about August, 2001. I had an appointment on or August 30, 2001 with James (Jim) Waxler. I traveled to Agent Waxler's agency, located at 1509-1 South Street, Leesburg, FL 34748 (business card attached). I told Agent Waxler that I was not satisfied with Golden Rule Insurance Company for my own health insurance. I had some claims denied with Golden Rule (due to exclusions) and the premiums were still going up. My husband is on Medicare, so he doesn't need his own health plan. Agent Waxler told me he had a Union Care Plan, backed by IUIIW (I don't know what it stands for). Agent Waxler told me all the benefits of the UnionCare PPO plan. He said they would cover up to a $300 physical each year, and a small co-pay for doctor appointments, which is what I was interested in since I'm generally in good health. I received a packet of information from Agent Waxler, but I have since lost this information. I gave two checks I gave Agent Waxler on August 30, 2001 for the health plan. The first check #2158 was made payable to IUIIW for $202.00. Agent Waxler asked me to write a second check #2159 for $50.00 to PHA for "union dues" (check copies attached). I received a "Temporary I Form for IUIIW PPO Health Plan" (attached). On that same day, I obtained auto insurance and home insurance through Agent Waxler. I have not had any problems with the other insurance. My husband is on disability and has major health concerns with only a fixed income. During the time I were not covered und a health insurance plan, if anything were to happen, we could lose everything. I don't even know who to tru for new insurance. Golden Rule Insurance paid nothing and my premiums went up $50.00 a month, so I ha

Initials DD

31 to drop the coverage. I enrolled on August 30, 2001 in the IUIIW plan to be effective October 1, 2001. I
32 called Agent Waxler on or about October 8, 2001 to ask him why I hadn't received my ID card. Agent Waxler
33 told me I had been turned down by UnionCare because I didn't have at least a 20-hour a week job. I asked
34 Agent Waxler why he didn't call me to inform me I was turned down. Agent Waxler told me he had to work
35 through an agent (didn't get his name) in Texas. This Texas agent didn't get back to Agent Waxler about my
36 coverage, according to Agent Waxler. Agent Waxler apologized and said all he could do was offer me
37 another health insurance plan, but all he had was Golden Rule, which I was not interested in. I told him that I
38 didn't trust him to sell me anything else. After I didn't receiver my checks back from Agent Waxler, I called
39 the UnionCare Customer Service number 1-800-769-9294. The woman told me that they never received my
40 application or my check I filed my complaint with the Department of Insurance on October 11, 2001 regarding
41 Agent Waxler. I then obtained coverage directly from Blue Cross/Blue Shield of Ocala effective December 8,
42 2001. Agent Waxler did not tell me if the UnionCare plan was reinsured by any company. I was told the plan
43 is regulated by Taft-Hartley. Agent Waxler said he had been selling the UnionCare plan for at least seven (7)
44 years. I did not have any claims. I did not receive any instructions from Agent Waxler regarding the filing of
45 claims. He only mentioned the benefits of the UnionCare plan. I finally received my checks back from Agent
46 Waxler in or about November of 2001. There was no postmark on the envelope to Texas. Agent Waxler's
47 explanation was the Post Office never postmarked the envelope. It sounded very suspicious.
48
49 Person who should always know how to contact me if my address or phone number should change: R
50 [redacted]
51
52 **AFFIANT HAS READ THE ABOVE STATEMENT CONSISTING OF 3 PAGES AND DECLARES**
53 **THIS TIME THE EVENTS AS STATED ARE CLEAR IN HER MIND AND THAT THE STATEMEN**
54 **ARE TRUE AND CORRECT TO THE BEST OF HER KNOWLEDGE AND BELIEF. AFFIAN**
55 **WILLING TO APPEAR AT A HEARING.**
56
57 Delmora Duprey
58 **(AFFIANT'S SIGNATURE)**
59

Initials D.D

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13th DAY OF FEBRUARY, 2002 BY Delnora Duprey WHO PRODUCED FLORIDA DRIVER LICENSE NUMBER [redacted] FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

Subscribed and sworn to before me
This 13th day of February 2002.

Notary Public, State of Florida at Large
My Commission expires

Andrew S. Kroupa
MY COMMISSION # CC878520 EXPIRES
October 10, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATION

The attached documents are hereby furnished this day, February 13, 2002 to the undersigned Florida Department of Insurance Special Investigator with the Division of Agent and Agency Services, Bureau of Agent and Agency Investigations for use in a privileged and confidential Department of Insurance investigation. The attached documents are true and correct copies of the originals, of which I am the custodian.

Delnora Dupsey
Affiant Signature

Delnora Dupsey
Printed Name

Sworn to and Subscribed
Before me this 13th day of
February, 2002.

NOTARY PUBLIC
Commission Expires

Andrew S. Kroupa
MY COMMISSION # CC878520 EXPIRES
October 10, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

NOTICE TO AFFIANT

Under Florida law, most material and information received or generated by a government agency, in furtherance of a statutory function is a public record and is open to public inspection and copying in accordance with Chapter 119, Florida Statutes. By your signature below, you acknowledge that you understand that at the conclusion of this investigation, this Affidavit and any materials submitted with or supplementary to it will become public record.

Delnora Dupsey
Affiant Signature

Feb 13 2002
Date

2159

DELNORA D. DUPREY
WILFRED P. DUPREY
PHONE 352-748-1418
P. O. BOX 443
WILDWOOD, FL 34785

63-1381/831-006

Aug 30-01 DATE

PAY TO THE ORDER OF P.H.H $ 50 00

Fifty dollars DOLLARS

Select 50 Plus

COMMUNITY NATIONAL BANK OF PASCO COUNTY
WILDWOOD, FLORIDA

Delnora Duprey

FOR [redacted]

2158

DELNORA D. DUPREY
WILFRED P. DUPREY
PHONE 352-748-1418
P. O. BOX 443
WILDWOOD, FL 34785

63-1381/831-006

Aug 30 00 DATE

PAY TO THE ORDER OF F U I I W $ 202. 00

Two hundred and Two DOLLARS

Select 50 Plus

COMMUNITY NATIONAL BANK OF PASCO COUNTY
WILDWOOD, FLORIDA

Delnora Duprey

FOR "Ins" [redacted]

UnionCare

TEMPORARY ID FORM FOR IUIIW PPO HEALTH PLAN

Congratulations, you've enrolled in one of the most attractive and functional health plans available today. Your new PPO Health Plan accesses the Beech Street PPO Provider Network, one of the very largest in the United States.

Personal Information for all Insured Employee and Insured Dependents:

EmployeeName: Delnora D Duprey [redacted]
Print Full Name Neatly — Social Security Number

Insured Spouse : _____
Print Full Name Neatly — Social Security Number

Insured Children,

_____ Print Name and SSN — _____ Print Name and SSN

_____ Print Name and SSN — _____ Print Name and SSN

_____ Print Name and SSN — _____ Print Name and SSN

Plan Information for Insured Employee and Insured Dependents:

Effective Date: 10-1-01

Group Number: RJA2000

Network: Beech Street / Capp Care PPO Networks

Copay: $ 15 for Doctors Visit. Deductible and Coinsurance apply for other services.

Customer Service:	1-800-769-9294	8-5 Pacific Standard Time, M-F.
Eligibility:	1-800-508-7553	8-5 Pacific Standard Time, M-F.
Pre-Authorization:	1-800-508-7553	8-5 Pacific Standard Time, M-F.

COVERAGE SHALL NOT BEGIN UNTIL ACCEPTANCE OF YOUR APPLICATION BY IUIIW. UPON ACCEPTANCE OF YOUR APPLICATION IUIIW SHALL BE BOUND BY THE TERMS OF THE AGREEMENT OR POLICY AND ANY AMENDMENTS THERETO.

STATE OF FLORIDA AFFIDAVIT COUNTY OF ORANGE

NAME: Carol V Free I AM A: White, Female [redacted] SSN: [redacted]

RESIDENCE ADDRESS : [redacted]

BUSINESS ADDRESS : N/A

EMPLOYER'S NAME : Unemployed OCCUPATION: Barber

RESIDENCE PHONE : [redacted] BUSINESS PHONE:

RE: James Waxler (License #D016907)
Health Insurance

On or about August 28th, 2001, I purchased the Unioncare/IUIIW Health and Welfare Plan from James "Jim" Waxler. I met Jim at Anthony's Barber Shop (where I used to work). I have Agent Waxler's business card showing his office is Byrd Insurance Agency Inc, 1509-1 South Street, Leesburg, FL 34748. I have chosen photograph number 3 as being the man I spoke with about my health insurance, from a group of photos (attached) that the Department of Insurance Investigator has shown me. Photo number 3 is the man who tolc his name was Jim Waxler. I enrolled in or about October of 2001 to be effective October 1, 2001 (members card attached). I have paid premiums in the amount of $215 by check #607 (attached). It is my understandi these monies were for the purpose of one month's premium. I kept calling IUIIW at 1-800-508-7553 in December of 2001 and January of 2002 to find out why I didn't receive any billing statements. Finally, afte several calls, they sent me a bill (for 5 months) due February 1, 2002 for $797.50 (see attached bill). They my insurance had expired, and I needed to pay $1018 to re-start it. I paid IUIIW a $500.00 money order or January 31, 2002. Then I paid another $518.00 (see attached copies). I wrote another check for $184.50 c April 12, 2002 and mailed it to IUIIW Benefit Fund, PO Box 515286, Los Angeles, CA 90051-5286. I enr in this plan because I need health insurance for myself. I do consider myself to be a union member of IUI paid a membership fee of $50 by check #608 on August 28, 2001 payable to PHA for the IUIIW insurance understand the plan is reinsured with Fidelity Security Life for 2002 (see attached letter dated April 19, 2 don't remember if Agent Waxler told me if the IUIIW plan was regulated by Federal ERISA law or state have had several medical claims. I broke my foot twice, broke my toe a few weeks ago. I've been to the

Initials CS

31 about 12 times since October of 2001. I have not had any doctors tell me the medical bills have not been paid.

32 assumed the doctor would file all claims. I have received a benefit plan booklet (attached). My former health

33 insurance company was Conseco. I was paying $240 a month and the premium went up to $360 a month. Agent

34 Waxler said Conseco was trying to get out of the health insurance business, so he offered me IUIIW. I don't

35 know if any claims have not been paid by IUIIW. I have no employees or dependents. List of other document

36 to evidence this transaction that are attached:

37 1. IUIIW Benefit Card (ID #[redacted]) received from IUIIW.

38 2. Annual report ending May 31, 2001 received from IUIIW.

39 3. IUIIW Benefit Fund Card received from IUIIW.

40 4. IUIIW Benefit Fund Scrip Pharmacy Solutions from IUIIW.

41 5. Progressive Health Alliance welcome letter and summary plan description from PHA.

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

43 Mary Free, [redacted]

44

45 **AFFIANT HAS READ THE ABOVE STATEMENT CONSISTING OF 2 PAGES AND DECLARES AT**
46 **THIS TIME THE EVENTS AS STATED ARE CLEAR IN HER MIND AND THAT THE STATEMENT**
47 **ARE TRUE AND CORRECT TO THE BEST OF HER KNOWLEDGE AND BELIEF. AFFIANT IS**
48 **WILLING TO APPEAR AT A HEARING.**

49

50 _____

51 (AFFIANT'S SIGNATURE)

52

53 **THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF Apr**
54 **2002 BY Carolyn Free WHO PRODUCED FLORIDA DRIVER LICENSE NUMBER [redacted]**
55 **FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.**

56

57 **Subscribed and sworn to before me**
58 **This 23rd day of April, 2002.**

59

60

61 _____

62 **Notary Public, State of Florida at Large**
63 **My Commission expires**

64

65

Andrew S. Kroupa
MY COMMISSION # CC878520 EXPIRES
October 10, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Initials C.S.

CERTIFICATION

The attached documents are hereby furnished this day, April 23rd, 2002 to the undersigned Florida Department of Insurance Special Investigator with the Division of Agent and Agency Services, Bureau of Agent and Agency Investigations for use in a privileged and confidential Department of Insurance investigation. The attached documents are true and correct copies of the originals, of which I am the custodian.

Affiant Signature

CAROL V. FREE

Printed Name

Sworn to and Subscribed
Before me this 23rd day of
April, 2002

NOTARY PUBLIC
Commission Expires

Andrew S. Kroupa
MY COMMISSION # CC878520 EXPIRES
October 10, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

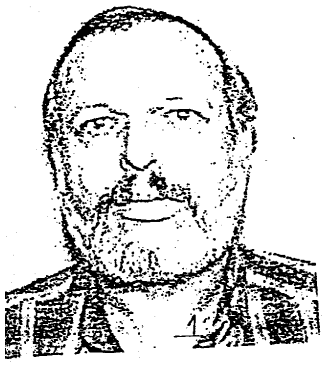
NOTICE TO AFFIANT

Under Florida law, most material and information received or generated by a government agency, in furtherance of a statutory function is a public record and is open to public inspection and copying in accordance with Chapter 119, Florida Statutes. By your signature below, you acknowledge that you understand that at the conclusion of this investigation, this Affidavit and any materials submitted with or supplementary to it will become public record.

Affiant Signature

4-23-2002

Date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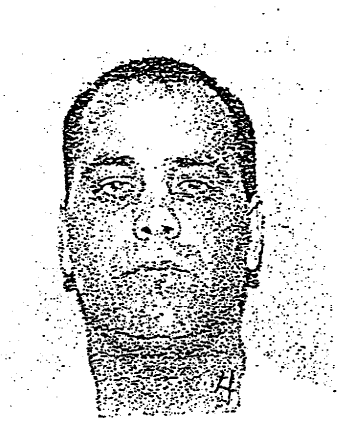
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Scrip Pharmacy Solutions™
A MM COMPANY

IUIIW BENEFIT FUND

RxBIN 900020
RxPCN CLAIMWT
RxGrp IUIIW
ID [redacted]
Name CAROL FREE

IUIIW BENEFIT FUND

RxBin 900020
RxPCN CLAIMWT
RxGrp IUIIW
ID [redacted]
Name CAROL FREE

scrip solutions

I.U.I.I.W. BENEFIT FUND
NAME Carol Free
SOCIAL SECURITY NO. [redacted]
EFFECTIVE DATE 10-01-2001
DEPENDENT COV. ☐ YES ☒ NO
ALL PROVIDERS: Send fully itemized claims including diagnosis to:
I.U.I.I.W. Benefit Fund
P.O. Box 1447 * Paramount, CA 90723

P O Box 1447
Paramount, CA 90723
Telephone (562) 531-8945
FAX (562) 531-0858

IUIIW Benefit Fund

April 19, 2002

Carol Free
Po Box 733
Oakland FL 34760

Re: Health and Welfare Coverage

Dear Participating Employer:

We hope you have received our previous letter regarding Health and Welfare Coverage through the I U I I W Benefit Fund. As we mentioned at that time, we do want to update you about your Plan and advise you of some benefit enhancements. We are grouping our plans together in order to up date our benefit plan booklets, as required by ERISA. We need to make sure that new regulations, such as HIPAA, are included in our booklets. Your group has been assigned a new Plan of Coverage. This new plan design will be similar to your previous plan design. In some cases, you will even have greater coverage. A schedule of the plan is enclosed at this time and new booklets have been sent to all employees.

Each year the Board of Trustees reviews the financial statement and particularly the claims loss information for the Fund and determines what rates are to be effective for the new year. We are happy to advise you that at this time the 2001 rates will remain in effect and we believe that the rates will remain the same for the year 2002.

We are also pleased to announce that Oak Tree Administrators, Inc. has recently installed a new claims paying system. This may have caused your employees to have some recent claims payment delays while they were getting the system up and running, however a this time the claims payments should be going out routinely.

Our reinsurance carrier for 2002 will be Fidelity Security Life, they also cover our prescription card. We feel that this will be a mutually beneficial relationship and are glad that we can expand our business with them.

Please feel free to call our office or your Union enroller if you have any questions about the new plan. Thank You.

UNION MEMBERSHIP/UNION BENEFITS

Luw Lulu 202.50
Po Be 1447
Paramount CA 90723

SCHEDULE OF BENEFITS (cont.)

COST CONTAINMENT BENEFITS	AMOUNT PAID*
Care Facility Admissions, Surgeries and Major Ancillary Test without Pre-authorization	50%
Normal Vaginal Delivery without Prenatal Care (if an elected coverage)	50%
Second Opinions for Surgery	100%
Outpatient Testing within 2 working days prior to Hospital Admissions	100%
Maternity Early Discharge	100%
Surgery Performed without a Second Opinion or against the Advice of the	50%
Second Surgeon's Opinion	50% up to a $50 Max.
Emergency Room Use for Non-emergency Treatment	50%
Weekend Admissions	50%
Inpatient Testing Done Prior to Surgery	50%
Outpatient Approved Surgery Performed on an Inpatient Basis	50%

*of Expenses otherwise allowable

DEFINITIONS

"We", "Us" and "Our" means the company named on the face page.
"He", "him", "his" are used for convenience and are not intended to refer to any specific gender.

ACCIDENTAL BODILY INJURY OR INJURY: Any physical damage to a member which is directly caused by any unexpected, unusual, and unforeseen occurrence. Injury must not be the result of Illness, bodily infirmity or any other cause.

AMBULATORY SURGICAL CENTER: A facility which is constituted, licensed, and operated in accordance with applicable State law pertaining to facilities providing ambulatory surgical care.

CARE FACILITY: Hospital, Nursing Home, Hospice or Home Health Care Agency as defined herein.

COVERED PERSON: Covered Person means the member and all eligible dependents listed in the written application for the certificate after acceptance by Us.

ELIGIBLE MAJOR MEDICAL EXPENSES OR EXPENSES: The Usual, Reasonable, and Customary charges covering services, treatment and supplies for Medically Necessary Treatment incurred by a Covered Person, while the policy is in force, upon the recommendation and approval of his attending Physician, subject to exclusions, limitations, conditions, and other provisions of the policy.

EMERGENCY TREATMENT: Bona Fide emergency services provided after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably be expected to result in: 1) placing the patient's health in serious jeopardy; 2) serious impairment to bodily functions; or 3) serious dysfunction of any bodily organ or part. Rehabilitative services are not considered emergency treatment.

HOME HEALTH AGENCY: A Home Health Agency which is constituted, licensed, and operated in accordance with applicable State law pertaining to agencies providing home health care.

HOSPICE AGENCY: A Hospice Agency which is constituted, licensed, and operated in accordance with applicable State law pertaining to agencies providing hospice care.

HOSPITAL: A Hospital which is constituted, licensed and operated in accordance with applicable state laws pertaining to Hospitals. However, a special ward, floor, other accommodation or facility for convalescent, nursing, or rehabilitation purposes in not considered a Hospital.

ILLNESS: An unhealthy condition of mind or body, including, but not limited to, a disease.

MEMBER: The employee, member hereunder, who regularly works at least 30 hours per week for a Participating Employer.

MEMBER'S DEPENDENTS: The member's legal spouse. The member's or legal spouse's natural or legally adopted child. All dependent children must be unmarried and legally dependent upon the member or the member's legal spouse. The child must also be under age 19 or 23 if a full-time student at an accredited college or vocational/technical school within the U.S.A. A child may be a dependent if under age 23 and serving a full-time missionary within the U.S.A. for an established religion. A dependent child may remain a member after he attains any age limit, provided such child is Mentally or Physically Handicapped.

Children born to the member and legal spouse while dependent coverage is in effect will be covered for the first 31 days from the date of birth. In order for coverage to continue beyond the first 31 days, the member must notify us by required form and pay any required premium within 31 days from the date of birth.

MEDICALLY NECESSARY TREATMENT: Treatment rendered to diagnose or treat Illness of Injury. Such treatment must be commonly recognized in the medical profession as care or treatment of the patient's condition. Necessary treatment does not include treatment that is considered experimental or investigative in nature, or if:

1) It is provided only as a convenience to the Covered Person or provider;

2) It is not appropriate treatment for the Covered Person's diagnosis or symptoms; or

3) It exceeds (in scope, duration or intensity) that level of care which in needed to provide safe, adequate and appropriate diagnosis or treatment.

MEDICARE: Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Act as amended.

MENTALLY OR PHYSICALLY HANDICAPPED DEPENDENT: An unmarried child who cannot support himself by reason of mental retardation or physical handicap and is chiefly dependent on the member for his support. Proof of incapacity must be sent to us within 31 days after the dependent attains age 19.

MISCELLANEOUS HOSPITAL EXPENSES: Those charges made by a Hospital for Medically Necessary Treatment and supplies other than Room and Board Charges. Miscellaneous Hospital Expenses include, but are not limited to, charges made by a Physician for professional services in connection with radiology, pathology, and anesthesiology.

NURSING HOME OR EXTENDED CARE FACILITY: A facility which is constituted, licensed, and operated in accordance with applicable State law pertaining to facilities providing nursing home or extended care.

PARTICIPATING EMPLOYER OR EMPLOYER: If the master policy has been issued to a trust, an employer who has (1) subscribed to the trust and made written application for health coverage under the policy for his employees and (2) wh has been certified by the administrator and approved for coverage. The policyholder may act for and on behalf of any anc all Participating Employers in all matters pertaining to the policy, except as may be provided herein. We may, from time to time, establish rules and regulations applying to the underwriting acceptability of employers, including the exclusion o: categories of business firms and other groups. If the master policy has been issued to an employer, the employer is the policyholder.

PHYSICIAN: A person licensed by the state to treat the kind of Injury or Illness for which a claim is made. The physici:

must be practicing within limits of his license.

PRE-EXISTING CONDITIONS: Any medical advice, or any treatment provided for any Injury or Illness which was received during the five consecutive years prior to the Covered Person's effective date under the policy or caused symptoms, within five (5) years prior to his effective date, clear enough to cause an ordinarily prudent person to seek medical care of treatment; and for which the Covered Person receives treatment within two (2) years after his effective date. A condition is not considered pre-existing if the injury or illness was fully disclosed for each Covered Person on the enrollment card health questionnaire or application prior to the effective date of coverage.

PROFESSIONAL VISITS: Outpatient visits to Qualified Personnel for Medically Necessary Treatment.

QUALIFIED PERSONNEL: Persons who are legally qualified and licensed to perform the services provided, such as Physicians, certified nurse midwifes, psychologists, therapists, and nurses.

ROOM AND BOARD CHARGES: Charges made by a Care Facility for the cost of room, meals, and services that are routinely provided to all inpatients.

ROUTINE NURSERY CARE: The Usual, Reasonable, and Customary care provided in a Hospital nursery to newborn children who do not need special treatment or special Hospital services.

TOTAL DISABILITY OR TOTALLY DISABLED:

1) During the first 12 months with respect to the member, his complete inability, due to Injury or Illness, to perform his regular and customary occupation; or

2) With respect to any member's dependent, his complete inability, due to Injury or Illness, to engage in the normal activities of a person in good health of like sex and age.

3) After the initial 12 months, the member's complete inability, due to Injury or Illness, to perform any occupation for which he is qualified by his education, training and experience.

USUAL, REASONABLE AND CUSTOMARY CHARGE: Any charge which does not; (a) exceed the fee usually charged by an individual rendering the service, and (b) exceed the general level of fees for a similar service charged by others in the community where the service is rendered.

BENEFITS

DEDUCTIBLES: The deductible is the amount shown in the Schedule of Benefits which each Covered Person must pay for allowable Expenses before We pay any benefits. The Maximum Family Deductible is shown in the Schedule of Benefits. Expenses must be incurred and accumulated within a calendar year and new Deductibles must be paid annually.

PARTICIPATION LEVEL PERCENTAGE: After a covered person has met the Deductible, We will pay 80% of the allowable Expenses of such Covered Person. After the Maximum Family Deductible has been met, We will pay 80% of the allowable Expenses of the member and member's dependents. After a Covered Person has incurred allowable Expenses equal to the Participation Level, We will pay 100% of the allowable Expenses in excess of the Participation Level. The Participation Level begins new each year.

ELIGIBLE MAJOR MEDICAL EXPENSES: Expenses must be incurred while coverage is in force and must be prescribed by a Physician. An Expense is incurred on the date of service or supply is received or rendered. The service, treatment, supplies and the resulting charges must be Usual, Reasonable, and customary and Medically Necessary. No part of any expense not allowed may be applied to the Participation Level or deductible. **The following are Eligible Major Medical Expenses and are subject to all limitations in the policy.**

1) Room, board, and general nursing care while Hospitalized in a semi-private room or ward. Coronary care or other intensive care Expenses are limited to two times the Hospital's most common daily charge for a semi-private room. For confinement in a private room, the Expense is limited to the Hospital's most common daily charge for a semi-private room.

2) Surgery performed in a Hospital's inpatient or outpatient department, free standing Ambulatory Surgical Center or Physician's office or clinic.

3) Medical treatment by a Physician. Routine physical examinations are subject to the yearly maximum shown on the Schedule of Benefits. Benefits are subject to the participation level percentage. Benefits are not subject to the deductible.

4) Ambulance for one trip to the Hospital for a Covered Person for each Illness or Injury.

5) X-ray, radioactive treatment, laboratory charges, and anesthesia services.

6) Initial placement of permanent artificial eyes, artificial limbs, pacemakers, artificial breasts, and maxillofacial prostheses, oxygen, casts, orthopedic braces, dressings, sutures and splints, if caused by Illness or Injury occurring while the certificate is in force. Initial placement must be completed not later than 3 months after coverage ends. Replacement or repair of the above is not a covered expense unless required by a change in the medical condition of the member. There is no coverage for dental braces, dental appliances or corrective shoes.

7) Rental or purchase, at our option, of a wheelchair, hospital bed or other durable medical equipment.

8) Nursing Home or Extended Care Facility charges. This care must be Medically Necessary and prescribed by a Physician in lieu of Hospital confinement, provided the Hospital service would have been covered. Expenses for daily charges will not exceed the lesser of:

   a) 50% of the amount payable under the policy for Room and Board Charges of the Hospital in which the member was confined immediately prior to the Nursing Home confinement; or
   b) The Room and Board Charges of the Nursing Home or the Usual, Reasonable and Customary Charges of the Nursing Home;

   This benefit is limited to 30 days per Illness or Injury and is subject to pre-authorization and concurrent review. The confinement must be required by a Physician. This does not include custodial care in a Nursing Home or other facility. The expense of confinement in a special section or unit of a Hospital used primarily for the care of convalescent patients or for rehabilitation purposes shall be considered as Nursing Home Expenses.

9) Home Health Services and Hospice Care. Home Health Services which are performed by a licensed Home Health Agency which a Physician has prescribed in lieu of Hospital confinement, provided the Hospital service would have been covered. Hospice Care which is prescribed by a physician, furnished by a licensed Hospice Agency, and rendered to a Covered Person for whom the Physician projects a life expectancy of six months or less. Covered expenses for daily charges will not exceed the lesser of:

   a) 50% of the amount payable under the policy for Room and Board Charges of the Hospital in which the member was confined immediately prior to Home Health Services or Hospice Agency confinement; or
   b) The Room and Board Charges of the Hospice Agency or the Usual, Reasonable and Customary Charges of the Home Health Agency.

   Home Health Care and Hospice Services are subject to pre-authorization and concurrent review.

10) Mental Illness, emotional, and nervous disorders, whether or not physically induced. Conditions include, but are not limited to, Manic Depression. Mental Illness benefits shall include benefits for alcoholism, drug addiction, chemical or substance abuse. Hospitalization requires pre-authorization.

11) Treatment for AIDS or ARC (AIDS Related Complex).

12) Specified Therapies. Covered Inpatient therapies include only: 1) physical, 2) speech, 3) occupational, and 4) rehabilitation. Covered Outpatient therapy includes only musculoskeletal. Therapies not listed are not covered.

13) Hospital charges for Routine Nursery Care of a well, newborn, for a maximum of 72 hours after birth, while confined to a Hospital.

14) Congenital Illness, defect or premature birth. Expenses must be incurred while coverage is in force.

15) Pregnancy and pregnancy-related Expenses are treated the same as any other Illness if the optional maternity benefit is elected on the Employer's application and paid for. A minimum of 5 prenatal Professional Visits are required or normal vaginal deliveries will be subject to the Cost Containment Benefits shown in the Schedule of Benefits. Coverage for amniocentesis or sonograms will be limited to one per covered pregnancy. Coverage for normal pregnancy, if selected, applies only to the member and member Spouse.

16) Complications or Pregnancy: The member or member's dependents are covered for complications of pregnancy as any covered Illness. Covered complications are limited to:
   a) Conditions (when pregnancy is not ended) whose diagnoses are distinct from pregnancy, but are caused or adversely affected by pregnancy. Some examples: acute nephritis, nephrosis and cardiac decompensation and missed abortion, similar medical or surgical conditions of an equally serious nature are included.
   b) Non-elective Caesarean section.
   c) Ectopic pregnancy which is terminated.
   d) Spontaneous termination of pregnancy (miscarriage) which occurs before the 26th week of gestation; or missed abortion.

   Covered complications of pregnancy do not include: False labor, occasional spotting, physician-prescribed rest, morning sickness, excessive vomiting, or placenta previa implanted.

17) Well Baby Care: Physician and nurse practitioner visits and immunizations care up to 2 years of age. Well Baby Care is subject to the yearly maximum shown on the Schedule of Benefits. This benefit is not subject to annual Deductibles or the Participation level Percentage.

PRE-AUTHORIZED CARE FACILITY ADMISSIONS, SURGERY AND ANCILLARY TESTING

All Care Facility admissions must be authorized. We will give an authorization if We confirm that: (a) the treatment to be received in the Care Facility is Medically Necessary; (b) the treatment needs to be done on an inpatient basis; and (c) the number of days planned is appropriate. The authorization applies only to the named Care Facility, prescribing Physician, course of treatment, Covered Person, and prescribed number of days. Emergency and weekend admissions must be authorized as provided below.

Pre-authorization of services only confirms that specific medical treatment is considered Medically Necessary. It is not a guarantee that benefits are payable. Our liability can only be determined after all claims information has been received and reviewed by the claims department.

NON-EMERGENCY ADMISSIONS: When a Physician indicated the need for a non-emergency admission to a Care Facility, either the member or the member's representative must contact Us for authorization at least 48 hours prior to the proposed admission. We will provide a telephone number at which We can be reached without charge. Our representative, through conversations with the member and/or admitting Physician, will assess whether the prospective admission is Medically Necessary and will assign, if appropriate, an expected length of stay.

The Physician may proceed with treatment upon verbal authorization from Us. If requested, the verbal authorization will

be followed by a written authorization sent to the member, the entity providing service, and the Physician. The authorization remains valid for 60 days. For treatment beginning after the 60 day period, a new authorization must be obtained.

If a Covered Person is admitted to an acute care Hospital on a Friday, Saturday, Sunday, or a legal holiday, benefits for expenses incurred on those days will be reduced to 50% of the amount otherwise allowable. This provision will not apply if this is an "Emergency Admission" or if surgery was performed on the day of admission.

If a Covered Person is admitted to an acute care Hospital prior to the day of surgery, benefits for expenses incurred on such pre-operative days will be reduced to 50% of the amount otherwise allowable. This provision will not apply if it is demonstrated that special risk factors existed and admission prior to the day of surgery was Medically Necessary.

In some cases, We may require the Covered Person to obtain a second opinion before the authorization will be given. If the second opinion does not confirm the attending Physician's opinion, the Covered Person may obtain a third opinion. See Second Opinion below for instructions on obtaining a second or third opinion and an explanation of the benefits allowable.

EMERGENCY ADMISSIONS: Emergency admissions must be authorized by Us in accordance with the above guidelines within one working day following the Hospital admission. Emergency admissions are Care Facility admissions of Emergency Treatment. Weekend emergency admissions must be authorized by the next working day following the day of admission. The time limit for authorization will be extended if it is not reasonably possible for the member to contact Us for such authorization. In no event will We authorize admission later than 1 year after the emergency admission, except in the absence of legal capacity.

CONCURRENT REVIEW: Our representative will conduct a concurrent review to confirm the appropriateness of the previously authorized expected length of stay. Such review will be conducted on the working day immediately prior to the last day of the expected length of stay previously authorized. If an extension of the Care Facility stay is determined to be Medically Necessary, We will provide verbal authorization to the attending Physician. If it is determined that an extension is not Medically Necessary, we will provide prompt notice to the member, attending Physician, and Care Facility.

MAJOR ANCILLARY TESTS (inpatient and outpatient): Pre-authorization is required for major ancillary tests, unless such tests are for Emergency Treatment. Without pre-authorization, benefits will be limited to 50% of the benefits otherwise allowable. Major ancillary tests include the following: CT Scans, Magnetic Resonance Imaging (MRI), Positron Emission Tomography (PET), and Colonoscopy.

MATERNITY ADMISSIONS (If an elected coverage): 100% of all eligible Room and Board Charges and Miscellaneous Hospital Expenses incurred by the mother will be paid only if confinement is less than 48 hours after a normal delivery or 72 hours after a Caesarean section. If lengths of Hospital admission exceed these limits, all charges are treated as a regular Hospital admission and are subject to the Covered Person's Participation level Percentage and Deductible.

PENALTY FOR FAILURE TO OBTAIN AUTHORIZATION: A penalty will result if: (a) an authorization for admission or services is not obtained, (b) the authorization is no longer valid when inpatient treatment begins, or (c) the type of treatment, admitting Physician, or Care Facility is different than that authorized. Benefits allowable, if the service is not pre-authorized, are limited to 50% of the benefits otherwise allowed. The same penalty applies to those charges incurred after the last authorized day if the length of stay exceeds the authorized length of stay. The same penalty applies to charges incurred after the first working day of an Emergency Admission, if the Emergency Admission was not authorized within one working day.

SECOND OPINION: A second surgical opinion will be required for any non-emergency procedure listed below. Under certain circumstances, this requirement will be waived. Covered Persons considering any of the surgeries below should contact the pre-authorization department to determine if the second opinion can be waived. Without a confirming second or third opinion, if the second opinion does not agree with the first; Pre-authorization of Hospitalization will not be given, and benefits will be limited to 50% of the benefits otherwise allowable. We will pay 100% of the Expense of a second opinion for a Physician. Second and third opinions must be obtained from a Physician: (1) who is not related to the

Covered Person; (2) who is not in practice with the Physician proposing the surgery; and (3) who is not the Physician who will perform or assist the surgery of procedure. We reserve the right to select the Physician from whom the second opinion is to be obtained. The cost of a required second opinion is not subject to the Participation level Percentage or Deductible. If We require a third opinion, We will pay 100% of its cost.

SECOND OPINION LIST:

Angioplasty
Back or Disc Surgery
Bladder Repair
Blepharoplasty
Bone Surgery of the Foot
Carpal Tunnel Release
Carotid Artery Surgery
Cataract Surgery
Caesarean Sections (Non-Emergency)
Cholecystectomy
Dilation and Curettage (D&C)
Gall Bladder Surgery
Heart Bypass Surgery
Heart Catheterization
Heart Valve Replacement
Hemorrhoidectomy
Hernia Surgery
Hip Replacement
Hysterectomy
Jaw Surgery
Knee Surgery
Laparotomy
Lithotripsy
Mastectomy
Mastoidectomy
Myringotomy
Pacemaker Insertion
Prostatectomy
Thyroidectomy
Tympanoplasty
Tympanotomy
Varicose Vein Surgery
Submucous Resection
Rhinoplasty
Septoplasty

HOSPITAL BILLING AUDIT REIMBURSEMENT: A payment equal to 50% of any Hospital billing errors will be paid to the member subject to the following:

1) the member must notify Us immediately of a potential error;
2) the member must arrange for correction of the error with the Hospital;
3) the billing error must be for the Expenses payable by Us under this coverage; and
4) payment is limited to $500 per confinement.

When verification of the correction has been received by Us from the Hospital, the payment will be made to the member.

EMERGENCY ROOM USE FOR NON-EMERGENCY TREATMENT: Benefit payments for the use of the Emergency Room of a Hospital for treatment other that Emergency Treatment are limited to the maximum listed on the Schedule of Benefits.

OUTPATIENT TESTING: Expenses incurred for outpatient testing within 2 working days prior to pre-authorized surgery will be considered as an allowable Expense, not subject to the deductible. However, if testing is done on an inpatient basis, benefits are limited to 50% of the benefits otherwise allowable.

LIMITATIONS AND EXCLUSIONS

The following Limitations and Exclusions apply to all benefits under the policy, except Life Insurance, Accidental Death and Dismemberment, and Disability income. No benefits will be provided or Expenses allowed under the policy for charges incurred:

1) for which the member or member's dependent is not obligated to pay or for which he is not billed;

2) for treatment which is not Medically Necessary;

3) in excess of the Usual, Reasonable, and Customary charges;

4) for services or supplies not provided in connection with an Injury or Illness, unless specifically provided for in the policy;

5) from Injury or Illness which is covered or eligible for coverage under Workers' Compensation, Employers Liability Law or similar law;

6) while the Covered Person was not under the direct care of a Physician;

7) for Injury or Illness resulting from war or any act or war, declared or undeclared, or participation in a riot or insurrection;

8) for Injury or Illness resulting from any release of nuclear energy except when being used solely for the diagnosis or treatment of an Illness or Injury of a Covered Person under the direction and supervision of a Physician;

9) for Injury or Illness resulting from or occurring during the commission of , or an attempt to commit, a felony or misdemeanor by a Covered Person. This does not include misdemeanor traffic violations unless consumption of alcohol or drugs by the Covered Person was a contributing factor. Drugs shall include controlled substances as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended. Drugs shall not mean a substance legally prescribed by the attending Physician and used as directed during a current course of treatment. The use of alcohol or drugs must not cause or substantially contribute to the cause of the injury.

10) for an intentionally self-inflicted Injury or Illness;

11) for dental care, including dental appliances, except for:

   a) treatment required to restore sound, natural teeth damaged as a result of an accident which occurs while the Covered Person is covered under the policy, provided such treatment is rendered withing six months of such accident.
   b) Hospital Expenses incurred when confinement is Medically Necessary Treatment;
   c) charges for anesthetics and their administration during the Hospital confinement; or
   d) Medically Necessary Treatment of fractures and dislocations of the jaw; or
   e) treatment of a congenital anomaly of a newly born child

12) for cosmetic surgery, unless performed to correct:

   a) a non-occupational Injury sustained in an accident which occurs while the Covered Person is covered under the policy;
   b) a congenital anomaly of a child who is continuously covered under the policy as a member's dependent from the moment of birth; or
   c) appearance that was disfigured as a direct result of surgery performed in the Medically Necessary Treatment of an Illness or Injury while the Covered Person is covered under the policy;

13) for custodial care;

14) for eye examinations, lenses, frames, vision aids, and orthoptics;

15) for eye refractions, radial keratotomies or hearing aids;

16) for all dental prostheses, unless such prostheses are used to treat birth defects, trauma, or accidental Injury, or are used with respect to cancer related surgery, radiation, or chemotherapy;

17) for Elective sterilizations; In vitro fertilization; or any other diagnosis or treatment for the control, promotion or enhancement of fertility, including reversal of prior sterilizations;

18) for gastric bypass, stapling, intestinal bypass or other procedure performed to control obesity, or their reversals;

19) for genetic studies, except as provided in BENEFITS above;

20) for occupational therapy, except as provided on the Schedule of Benefits;

21) for procedures, services, and supplies relating to sex transformations;

22) for organ transplants and implants, except as otherwise provided in the Group Policy;

23) for outpatient prescription drugs and medicine;

24) for drugs and medicine obtainable without a prescription;

25) for drugs and medicines prescribed:

a) for nervous or mental disorders
b) for weight control (gain or loss)
c) as vitamins or nutritional supplements.

26) for whole blood, or payment to donors of blood;

27) for orthotics, strapping or casting for a foot appliance;

28) resulting from biofeedback treatment;

29) for services or supplies rendered outside the U.S.A. for Expenses resulting from Illness or Injury which began prior to foreign travel;

30) for any benefit furnished by any foreign government, organization, or agency, unless the Covered Person has an unconditional legal obligation to pay;

31) for emergency transportation or travel other than local use of ground ambulance to a hospital;

32) for, or as a result of, any procedure which is:

a) experimental, unproven or related to research
b) for treatment of infertility
c) not recognized by the American Medical Association or
d) generally considered by most Physicians to have a success rate of less than 50%, five (5) years following treatment

33) for foot care received for corns, calluses, flat feet, chronic foot strain or symptomatic complaints of feet;

34) for manipulative treatment, except as provided in the Schedule of Benefits;

35) as a result of ingestion of an illegally obtained controlled substance;

36) as a result of Injury or Illness arising from a participation in an organized competitive sport of a hazardous nature. Such sports include, but are not limited to: skydiving, racing, skin diving, rodeo, hang gliding, technical mountain climbing or hot air ballooning;

37) for diagnosis and/or treatment of gallbladder, reproductive organs, tonsils and hernia if treatment is rendered within six months of the date coverage begins under the Group Policy for a Covered Person.

38) for treatment of temporomandibular joint dysfunction;

39) for services prescribed or performed by a co-worker of the member, the member, spouse, or child, parent, brother or sister of the member or of the member's spouse;

40) for pre-existing conditions prior to two years of continuous coverage under the policy unless fully disclosed on the enrollment card questionnaire or application;

41) for which payment is made under any other coverage included in the policy, and any such benefit will reduce the amount payable as an Eligible Major Medical Expense.

42) for Expenses paid by or eligible for payment by Medicare or any government law or program (except Medicaid);

43) for Expenses paid by or eligible for payment by any state motor vehicle no-fault law up to the amount required by such law;

44) for admissions, surgeries, or ancillary testing without pre-authorization; except as provided under PRE-AUTHORIZED CARE FACILITY ADMISSIONS, SURGERY AND ANCILLARY TESTING;

45) for surgery performed without a confirming second or third opinion, except as provided under PRE-AUTHORIZED CARE FACILITY ADMISSIONS, SURGERY AND ANCILLARY TESTING;

46) for normal vaginal delivery without required prenatal care, except as provided by the "Pregnancy and pregnancy-related Expenses" provision;

47) for emergency room use for non-emergency treatment, except as provided in under EMERGENCY ROOM USE FOR NON-EMERGENCY TREATMENT;

48) for inpatient testing and outpatient approved surgery performed on an in-patient basis, except as provided under OUTPATIENT TESTING and the Schedule of Benefits.

CLAIMS

NOTICE OF CLAIM: Written notice of claim must be provided within 90 days or as soon as reasonably possible after the date of any loss. Written notice must contain sufficient information to identify the member. Notice may be provided to Us at Our administrative office or to any authorized agent.

CLAIM FORMS: Upon receipt of notice of claim, necessary forms will be furnished to the member or beneficiary. These forms must be properly completed and returned to Us. If, for any reason, these forms are not furnished within 15 days, the member or beneficiary must submit a written statement covering the occurrence, the character and the extent of the loss for which the claim is made.

PROOFS OF LOSS: Written proof of loss either by claim form or written statement must be furnished to Us within 90 days or as soon as possible after the date of loss. Failure to furnish proof of loss does not invalidate the claim unless proof is furnished more than one year from date of loss. In the absence of legal capacity, proof may be accepted after one year from date of loss.

TIME PAYMENT OF CLAIMS: Benefits will be paid promptly upon receipt of written proof of loss.

GENERAL POLICY PROVISIONS

ASSIGNMENTS: No assignment of any present or future right or interest under the policy by the member or any Employer will bind Us without Our written consent.

BENEFICIARY: The beneficiary is named in the application or the enrollment form. The member may change the

beneficiary at anytime prior to the payment of any benefit. Any payment made by Us in good faith prior to receipt and acknowledgement of any change shall discharge Our liability with respect to that payment.

CERTIFICATES: We will furnish to each member a certificate of health coverage. It will describe the main features of the policy that may affect each Covered Person.

CONFORMITY WITH STATE STATUTES: If the policy on its effective date, is in conflict with the State laws where issued, it is changed to meet the minimum requirements of those laws.

CONSIDERATION: The certificate and policy are issued in consideration of applications and the premium payment. Coverage begins at 12:01 A.M. Standard Time at the member's residence on the day after the certificate date. Coverage ends at 11:59 P.M. Standard Time on the last date through which premiums have been paid.

DEFERRED EFFECTIVE DATE: Any eligible employee or dependent who enrolls for coverage later than 1 month after his eligibility date, will not become covered until the first billing date of the month following Our approval. Any eligible employee not actively at work on a full-time basis on this eligibility date will not become covered until he has been actively at work for five consecutive working days.

Any dependent, other than a newborn, hospitalized at any time in the 31 days preceding his eligibility date will not become covered until he has not been confined of at least 31 consecutive days.

DEPENDENT EFFECTIVE DATE: Coverage for any dependent enrolled within one month before or after the dependent's Eligibility Date will be effective on the first billing date following such Eligibility Date.

DEPENDENT ELIGIBILITY DATE: Dependents are eligible to be covered under this policy on the later of: (1) the Employee's Eligibility Date; or (2) the date such dependent becomes dependent upon the employee.

EMPLOYEE EFFECTIVE DATE: Coverage for an employee is effective on the first billing date of the month following enrollment, provided the employee enrolls within one month after his eligibility date and is not required to submit evidence of insurability. Coverage for an employee required to submit evidence of insurability is effective the first billing date of the month following Our approval.

EMPLOYEE ELIGIBILITY DATE: those employees of an eligible class who regularly work a minimum of 30 hours per week for an Employer on the date of coverage is effective are eligible to apply for coverage. If a waiting period is listed in the Employer's application, the employee is eligible to apply for coverage under this policy on the first day following the waiting period. Employees returning to work after Employer approved absences are eligible for reinstatement of coverage on the first billing date of the following month, provided that the absence is no longer than 6 months.

ENTIRE CONTRACT; CHANGES: The policy, applications and endorsements, if any, constitute the entire contract. No change in the policy or certificate is valid unless approved by one of Our executive officers. The approval must be signed by the officer and attached to the policy or certificate. No agent can change the policy or certificate or waive any of the provisions.

ERRORS: If any information about a Covered Person is found to have been reported erroneously to Us, and if the error affects the existence or the amount of benefits, the true facts will be used in determining to what extent, if any, the Covered Person was or is covered under the policy.

GRACE PERIOD: If there has been no notice of termination, a grace period of thirty-one (31) days is allowed. If premium is not paid at the end of the grace period, coverage will end on the last day through which premiums have been paid. No claim for Expenses incurred during the grace period will be paid until all past due premiums have been paid to Us.

INFORMATION: We have the right to receive from the policyholder, the Covered Person, any Employer, or any other interested person all information which We may reasonable require with regard to any matters pertaining to the policy. All

documents, books and records of the policyholder, the Covered Person or any Employer which may have a bearing on the coverage, premiums, or other provisions of the policy will be open for inspection by Us or Our authorized representative at all reasonable times during the continuation of the policy and, additionally, until a final determination has been made of all rights and obligations under the policy. We will have the right to rely on any information furnished by the policyholder, the Covered Person, or any Employer without any inspection and We will not be liable to any person for failure to make any such inspection.

LEGAL ACTION: No action at law or in equity shall be brought to recover on the policy before 60 days after written proof of loss has been furnished. No such action shall be brought after 3 years from the time proof is required to be furnished.

MISSTATEMENT OF AGE: If any Covered Person's age was misstated, the benefit will be the amount the premiums paid would have purchased based on the correct age. If the coverage would not have been in effect had the correct age been known, Our liability will be limited to a refund of premium for that Covered Person.

PAYMENT OF CLAIMS: Benefits will be paid to the member, if living, unless they have been assigned. Any benefits unpaid at the member's death will be paid to the designated beneficiary or to the member's estate. If the beneficiary is a minor or otherwise incapable of giving a valid receipt, We reserve the right to make payment to the duly appointed guardian of that person. Any payment will discharge Our liability with respect to that payment.

PHYSICAL EXAMINATIONS AND AUTOPSY: While a claim is pending, We have the right to have the Covered Person examined. The exams will be at Our expense and as often as reasonably required. In case of death we have the right to require an autopsy where not forbidden by law.

PREMIUM CHANGES: A change in the premium rate for any benefit in force under the policy may be made if:

1) an eligible class of members is added or deleted, or there is a change in the definition of an eligible class;

2) any benefit provided under the policy is changed at either the Employer's or the member's request;

3) any benefit provided under the policy is increased as a direct or indirect result of the reduction or termination of any other coverage provided under another plan of coverage or insurance; or

4) any benefit is modified, added or deleted as a direct or indirect result of the action of any governmental body, agency or authority;

5) when a Covered Person changes age brackets.

RIGHT TO CONTEST: Once coverage for a Covered Person has been in force for two (2) years, during the Covered Person's lifetime, we do not have the right to contest the Covered Person's coverage, except for misstatement of age, nonpayment of premiums, misrepresentation of eligibility or fraud.

TERMINATION OF COVERAGE: Coverage under the policy with respect to any Employer may be terminated by 30 days notice from the policyholder. The Employer may terminate coverage at any time effective the last day of the month for which premium has been paid. It is the responsibility of the Employer to provide written notice to each member 30 days prior to such cancellation. Notice of cancellation by the Employer will include a description of each Covered Person's right to continuation and conversion of coverage, if available. All coverage will end when any premium due is not paid.

TERMINATION - COVERED PERSON

1) Termination of eligibility of the Employee's occupational class.

2) The due date of any unpaid premium, subject to the Grace Period.

3) Notice of cancellation.

4) Cancellation of the group policy.

5) If the master policy has been issued to a trust, the date the Employer ceases participating in the trust.

6) The date the Employee enters military service.

7) The date the maximum lifetime benefit has been paid for the Employee.

Coverage for the dependent will end on the first billing date following or coincident with:

1) The date the member's coverage ends.

2) The date the covered dependent is no longer a dependent of the member as defined by the policy.

3) The date the dependent enters military service.

4) The date the maximum lifetime benefit has been paid for the Covered Person.

CONTINUATION OF HEALTH PLAN BENEFITS: If coverage under the policy ends, the member may elect to convert coverage under CONVERSION RIGHTS or continue coverage as outlined below. Continuation is available only if the member has been continuously covered under the policy or under any similar policy which is replaced, for at least the entire six-month period prior to termination. If the member elects to continue coverage, any dependent coverage shall also continue. Continuation of coverage will run concurrently with any continuation required by federal law.

CONTINUATION IS NOT AVAILABLE IF:

1) the Covered Person requesting continuation is eligible for medicare;

2) the Covered Person requesting continuation is eligible for similar benefits under any insured or uninsured group-type arrangement;

3) coverage was terminated for failure of the member to pay required premium contributions;

4) the member's employment was terminated for gross misconduct;

5) the policy terminates or the Employer no longer participates in the trust.

TERMINATION OF CONTINUATION COVERAGE: Continuation of coverage shall end at the first of the following to occur:

1) the member becomes eligible for medicare;

2) the member becomes or could become insured by any other insured or uninsured group-type arrangement which provided similar benefits;

3) the date two months after the member's coverage under the group would have terminated;

4) if the Covered Person fails to make timely payment of a required premium contribution;

5) the date the group policy is terminated or the member's employer ceases to be a Participating Employer;

6) the Covered Person establishes residence outside the state; or

7) the Covered Person violates a material condition of the policy.

CONVERSION RIGHTS: A Covered Person whose coverage under the group policy terminates may convert his coverage subject to the following:

1) termination of the group coverage was due to failure of the member to make any required premium contribution;

2) the Covered Person acquired or is eligible for other group coverage which covers pre-existing conditions;

3) the Covered Person is covered by or eligible for medicare; or

4) the Covered Person qualifies for continue existing coverage.

The Covered Person must have been covered under the group policy of its predecessor for at least the entire six months prior to conversion. The member or Covered Person must make application and pay the first premium to Us withing 30 days after termination.

If the Covered Person requests conversion, the conversion coverage will cover the member and any dependent who was covered on the date of termination.

Conversion and continuation shall also be available to the following Covered Persons who have been continuously covered under this policy or its predecessor for at least the last six months prior to termination of coverage:

1) the surviving spouse at the death of the member if coverage ends due to death of the member;

2) the spouse of the member if coverage ends by reason of ceasing to be a qualified dependent while the member remains covered under the policy;

3) a dependent child by reason of ceasing to be a qualified dependent.

A spouse who converts coverage on himself shall have the right to convert coverage on any member's dependent whose coverage ends at the same time.

A spouse who continues coverage on himself shall have the right to continue coverage on any member's dependent whose coverage ends at the same time.

Written application for conversion or continuation must be made and the first premium paid within 31 days from the end of coverage.

SUBROGATION

This provision applies to any benefits We may pay for medical, dental, prescription drug, disability income or dismemberment Expenses for a Covered Person. If a Covered Person receives benefits from Us and payment from another party that exceed his expenses, he shall pay Us any sums recovered up to the amount of Our payment. The Covered Person is entitled to full recovery of his expenses before payment is made to Us. The Covered Person will: (1) take such action; (2) furnish such information and assistance; and (3) execute such assignments and other instruments as We may require to allow Us to recover payment under this provision. The Covered Person will take no action prejudicing Our rights and interest under this section. A Covered Person may not make any agreement or settlement which impairs Our right of recovery against another party.

COORDINATION OF BENEFITS

Definitions

A. Allowable Expense

1. Allowable Expense means the necessary, reasonable, and customary item of expense for health care, when the item or wxpense is covered at least in part under any of the Plans involved.

2. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered as both an allowable expense and a benefit paid.

3. The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an allowable expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

B. Claim. A request that benefits of a Plan be provided or paid is a claim. The benefits claimed may be in the form of:

1. Services (including supplies);

2. Payment for all or a portion of the expenses incurred;

3. A combination of (1) and (2) above; or

4. An indemnification.

C. Claim Determination Period. This is the period of time over which allowable expenses are compared with total benefits payable in the absence of COB, to determine whether other insurance exists and how much each Plan will pay or provide.

1. The claim determination period is a calendar year. A person may be covered by a Plan during a portion of a claim determination period if that person's coverage starts or ends during the claim determination period.

2. As each claim is submitted, each Plan is to determine its liability and pay or provide benefits based upon allowable expenses incurred to that point in the claim determination period. That determination is subject to adjustment as later allowable expenses are incurred in the same claim determination period.

D. Coordination of Benefits (COB). This is the provision establishing an order in which Plans pay these claims.

E. Hospital Indemnity Benefits. These are benefits not related to expenses incurred. The term does not include reimbursement-type benefits even if they are designed to administered to give the member the right to elect indemnity-type benefits at the time of claim.

F. Plan. Plan means a form of coverage with which coordination is allowed.

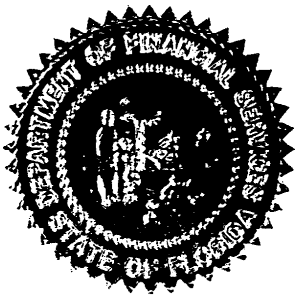
1. Plan shall include coverage for health care provided by:

a. Group insurance and group subscriber contracts;
b. Uninsured arrangements of group or group-type coverage;
c. Group or group-type coverage through HMOs and other prepayment plans; and
d. Group-type contracts. Group-type contracts are contracts which can be obtained and maintaine only because of membership in or connection with a particular organization or group.
e. The amount by which group or group-type hospital indemnity benefits exceed $100 per day;

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that the attached marketing materials are true and correct copies of the official records maintained in the regular course of business at the Department of Financial Services.



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

Tom Gallagher

Chief Financial Officer

EXHIBIT
D

UNIChoice

A Union Health and Welfare Benefit Plan

Presented by

PROGRESSIVE HEALTH ALLIANCE

PROGRESSIVE HEALTH ALLIANCE

1819 Clarkson Rd., #301, Chesterfield, Missouri 63107

MEMBER BENEFITS

HOTEL PROGRAM
50% Discount off room rates at participating hotels

TRAVEL ALERT
Discounts from 29% to 70% off regular rates and packages from your local travel agent

CONDO INTERNATIONAL
75,000 condominiums at up to 50% off regular rates

THEME PARK DISCOUNTS
$5.00 off admission price, per person, and 10% off selected park merchandise

ODYSSEY COMPUTERS
Custom built computers at up to 25% discount

DISCOUNT DINING
Up to 50% discount while dining out at over 1,400 restaurants

AUTOVANTAGE
Purchase a new car at fleet pricing.
Great discounts at GoodYear and Firestone Retailers, Jiffy Lube, Precision Tune, Maaco
Meineke Discount Mufflers and Safelite Autoglass.

CAR RENTAL DISCOUNTS
Special discounts for Alamo, Avis, Hertz, and National

HEARING SERVICE
Save up to 60% on hearing aids

EMERGENCY ROADSIDE ASSISTANCE
Pay commercial rates generally applicable only to large companies

AIR AMBULANCE SERVICE
Following a medical emergency, a medically equipped and staffed air ambulance can rush you or a family member to an appropriate medical center. This service is provided by Network Air Medical Inter

HEALTH PLAN
National PPO at group rates
Vision Plan
Lasik Surgery Discounts
PHA Dental Plan
[illegible] Chiropractic Plan

International Union of Natural Health - UNIChoice

offers its members a wide range of nationally participating chain pharmacies through

SCRIP PHARMACY SOLUTIONS' PHARMACY NETWORK

A & P Pharmacy
ABCO Pharmacy
Acme Pharmacy
Albertsons
Allens Drugtown
American Drug Store
Anchor Pharmacy
Appalachian Reg Hlth
Arbor Drug Store
Arrow Prescription Ctr.
Arthur Drug Stores
Aurora Pharmacy
AWG Pharmacy
Bakers Pharmacy
Balls Price Chopper
Big Bear Pharmacy
Big V Supermarkets
BiLo Pharmacy
Brooks Maxi Drug
Brookshire
Brookshire Brothers
Brunos Pharmacy
Buehlers (Bi-Low)
Care Drug Center
Caremark Therapeutic
City Drug
City Market
CJM Inc.
Cleveland Clinic
Clinic Phmcy-Ladysmith
Copps Pharmacy
Coram Prescription Srv.
Cost-Co Pharmacy
CRX Pharmacy
CVS Pharmacy
Cub Pharmacy
Cub Phmcy/Super Value
D & W Food Center
Davidson Drugs Inc.
Dillon Pharmacy
Discount Drug Mart
Docs Brookhaven Drug
Dominicks
Drug Emporium
Drug Fair
Drug Mart
Drug World
Duane Reade
Eagle Pharmacy
Eckerd Drug
EPIC Pharmacy
Fagen Pharmacy
Family Care
Farm Fresh
Farmer Jack
Fedco Drugs
Food Circus
Food Darama Supermarket
Fred's Stores
Frys Food & Drug
Furrs Pharmacy
G & A Medical
Giant Pharmacy
Genovese Drug Store
Gerlands Pharmacy
Giant Eagle Pharmacy
Giant Food Store
Gollash Pharmacy 60th
Grand Union Pharmacy
Haggen Food
Hannaford Bros Co Inc.
Harris Teeter Pharmacy
Harvest Foods Pharmacy
Healthscript Pharmacy
Hi-School Pharmacy
Homeland Pharmacy
Horizon Pharmacy
Hy Vee Inc.
Inserra Super Markets
Kare Pharmacy
Kestsch Pharmacy
Kerr Drug Inc.
Keystone LTC Pharmacy
King Soopers
Kinney Drugs Inc.
Klingensmiths Drugs
K-Mart
Knight Drugs
Kohls Elmbrook/A & P
Kroger Drug Store
K-VA-T Food Store
Leader Drug Store
Legend Pharmacy Inc.
Life Check Drug
LML Enterprises
Longs Drugs
Managed Pharmacy
Marcs Pharmacy
Mays Drug Store
McAuley Pharmacy
Medic Drug
Medic Pharmacy
Medicap Pharmacy
Medicine Man
Medicine Shoppe
Medistat Pharmacy
Med-X Corp
Meijer Pharmacy
Minyard Food Store
Morton Appleton Phmcy
NCS Healthcare Inc.
NeighborCare Delco
Nortex Drug (Drug Emp)
Parnida Pharmacy
Pathmark Store
Patients Phmcy-Cheshire
Payless Drug Store
Perlmart Pharmacy
Phar Mor
Pharmacy Factors of FL
Pharmacy Plus
Pharmhouse
Price Chopper Pharmacy
Publix Pharmacy
Quick Check Pharmacy
Raley's Drug Center
Randalls Pharmacy
Rinderers Drug
Rite Aid
Rosauers Pharmacy
Ruffalo Drug Eastwood
RXD Pharmacy
Safeway Pharmacy
Sav-Mor Drug Store
Sav-On Drugs
Schewgmann Pharmacy
Schnucks Pharmacy
Scolari's Pharmacy
Seaway Food Town
Sentry Drugs
Shopko Pharmacy
ShopRite Pharmacy
Smith Food & Drug Ctr.
Smith Food/Fred Meyer
Smitty's Pharmacy
Snyder Drug
Stadlander Pharmacy
Stop & Shop Pharmacy
Stretegic Health Alliance
Super D Drugs
Super Fresh/A & P
Super Sav-On Drug
Target Pharmacy
The Clinic Pharmacy
Thriftway
Thrifty Companies
Tidymans Pharmacy
Tobin Drugs
Tom Thumb Pharmacy
Tops Pharmacy
UMCSN Pharmacy
United Drugs
University Medical Ctr.
USA Drugs
Village Super Markets
Waldbaums Pharmacy
Walgreen's Drug Store
Wal-Mart
Wegmans Pharmacy
Weis Markets
West Bend Pharmacy
Winn Dixie Pharmacy
WP Malone/Allcare
Zallie Supermarket

Summary of UNIChoice Benefits*

Major Medical Maximum	$1,000,000.00	
	IN NETWORK	**OUT OF NETWORK**
Deductibles	Calendar Year	Calendar Year
Yearly Plan Deductibles	$300, $500, $1,000	2 x IN NETWORK Amount
Participation Level	80/20 to $10,000	60/40 to $20,000

The following services are NOT subject to a Deductible or Participation Levels

Physician Visit	**$15.00 Co-Pay**	$45.00 Co-Pay
Routine Physical (after 3 mo. continuous coverage)	**$15.00 Co-Pay** **$300 Maximum per year**	Not Covered
Well Baby Care (Visits & Immunizations up to 2 yrs. old)	**$15.00 Co-Pay** **$300 Maximum per year**	Not Covered
Mammograms	**$25.00 Co-Pay**	Not Covered
Second Surgical Opinion	**$15.00 Co-Pay**	Not Covered
Prescriptions	**$10.00 Generic** **Mail Order (90 day supply)** (applies to generic brand only)	Not Covered Not Covered

EACH CALENDER YEAR, AFTER A COVERED PERSON HAS MET THE DEDUCTIBLE AND ALLOWABLE EXPENSES EQUAL TO THE PARTICIPATION LEVEL, WE WILL PAY 100% OF THE FOLLOWING BENEFITS WHICH ARE MEDICALLY NECESSARY.

Hospital Room and Board	Up to the average semi-private room rate charged by the hospi
Intensive Care, Coronary Care or Neonatal Intensive Care	Limited to 2x's the hospital's most common daily charge for semi-private room rate
Miscellaneous Expenses	Medically necessary services and supplies
Operating Surgeons	Includes routine care after surgery

...show examples of covered benefits. For more detailed information, please see the Plan Docu

Summary of UNIChoice Benefits*

Anesthesia and Administration	This benefit is reduced by 50% if services are rendered by the surgeon, assistant surgeon or nurse anesthetist
Surgery	Hospital Inpatient Hospital Outpatient Free standing ambulatory surgical center Physician's office or Clinic
Ambulance	One trip to the hospital for a covered person for each illness/injury
Complications of Pregnancy	Covered as any covered illness (see policy for limitations)
Emergency Room	Placing the patient's health in serious jeopardy Serious impairment to bodily functions Serious dysfunction of any bodily organ or part
Emergency Room Visit for Non-Emergencies	We will pay 50% of costs up to maximum of $50.00
Major Ancillary Tests (Inpatient or Outpatient)	Pre-Authorization is required unless for emergency treatment
Life Insurance	$10,000 for applicant only
Prescriptions	Name Brand - 80/20 after health plan deductible $2000 maximum per person per year

	IN NETWORK	OUT OF NETWORK
Physical Therapy	$500 yearly	Not Covered
Durable Medical Equipment	$25,000 lifetime	Not Covered
Mental Illness	$5,000 lifetime	$5,000 lifetime
Substance Abuse	$5,000 lifetime	$5,000 lifetime
Extended Care Facilities	$5,000 lifetime	$5,000 lifetime
AIDS or ARC	$25,000 lifetime	$25,000 lifetime
Congenital Illness, Defects Premature Birth of Newborn	$50,000 lifetime	$50,000 lifetime
Prosthetics	$5,000 lifetime	$5,000 lifetime
Outpatient Mental Illness Maximum of 50 visits per year	$40.00 co-pay	$40.00 co-pay

* This is a brief summary of benefits to show examples of covered benefits. For more detailed information, please see the Plan Documen

About The Plan

This is a Taft-Hartley Union Health and Welfare Fund. All Participants must be Members of the Union and maintain their membership for continuous participation.

The Natural Health Union employs a Self-Funded approach in providing the benefits of the Health and Welfare Plan. Each year, the Board of Trustees determines the level at which the Plan will purchase Stop-Loss Coverage. The Self-Funded approach is the most efficient way to spend your health and welfare benefit dollars.

The UNIChoice Health and Welfare Benefit Plan is offered exclusively through the Progressive Health Alliance, a non-profit corporation, founded to enhance the quality of life of it's membership with programs of interest to health conscious Americans.

The unique non-profit structure, plan design (for the small business market), creative underwriting guidelines with competitive rates, enables us to provide to the small business owner, a quality Health Benefit Plan.

Plan Exclusions

No coverage is provided under the group policy for loss caused by, contributed to or resulting from:

1. Injury or sickness if the loss is covered under these similar laws: Worker's Compensation Law, Occupational Disease Law, Employer's Liability Law
2. Injury or sickness which results from war or an act of war, whether war is declared or not.
3. Care or supplies received in a Hospital or other facility run by any government agency, except if a charge is made which a Covered Person has to pay by law, and if the charge would have been made even in the absence of Health Coverage
4. Diagnosis and/or treatment of gallbladder, reproductive organs, tonsils and hernia if treatment is rendered within six months of the date coverage begins under the Group policy for a Covered Person.
5. Procedures or treatments which are Experimental or Investigational Medicine
6. Organ Transplants, except as otherwise provided in the Group Policy
7. Normal pregnancy and childbirth, unless the coverage is provided by the optional maternity rider and it is attached to this Certificate.
8. Plastic, cosmetic, or reconstructive surgery, including breast reduction, except if required:
   a. to correct damage due to an injury for which benefits are payable under Group Policy
   b. to repair, while Grp Policy is in force, a birth defect of a child born to You and continuously covered under the Grp Policy from its birth
   c. for reconstructive surgery following a covered mastectomy.
9. Dental treatment, unless due to Injury to natural teeth occurring while the Covered Person is insured under the Group Policy.
10. Any attempt at suicide, or any intentionally self-inflicted injury
11. The commission of or attempt to commit a felony or being engaged in an illegal occupation.
12. A covered person's use of intoxicants or drugs as set forth in the General Provisions of the Certificate.
13. Radial Keratotomy, eye refraction or the purchase of fitting of vision or hearing aids.
14. Elective sterilizations; In-vitro fertilization; or any other diagnosis or treatment for the control, promotion or enhancement of fertility, including reversal of prior sterilizations.
15. Exogenous obesity (i.e. obesity due to excessive food intake).
16. Mandibular or maxillofacial surgery to correct growth defects, jaw disproportions or malocclusions, increase vertical dimension or reconstruct occlusion after one year from a child date of birth or a child's date of adoption, except when the loss is the result of repair congenital anomaly or birth defect of a child born to You and continuously covered under the Group Policy from its birth. This Exception does not apply to the treatment of TMJ and craniomandibular disorder.
17. Treatment provided outside the United States of America, its possessions and territories, unless such treatment is Emergency treatm
18. Treatment for development delay learning disabilities or adjustment reaction; educational testing or training.
19. Diagnosis or treatment (including surgery) of sexual dysfunction disorder or inadequacy; transsexual surgery.
20. Sclerotherapy for veins of the extremities.
21. Corrective shoes, routine foot care including the cutting or removal of corns or calluses; trimming of nails; routine hygienic care and any service rendered in the absence of localized Sickness or Injury involving the feet.

1018

SEAN C. DUNN P.
12248 TAVARES RIDGE CIRCLE
TAVARES, FL 32778

63-751
BRANCH

3/25/02 DATE

PAY TO THE ORDER OF PHA $ 1134.0

One Thousand One hundred Thirty Four Dollars and no/100 DOLLARS

FIRST UNION First Union National Bank
firstunion.com
Org. 003 R/T 063107513

FOR For 9 months Health Insurance Invoice # 200211761 [redacted]

51

Mary Dunn, P.A.
Jerry Dunn
Tax Id 59-2958824
Ph 352-343-7395
110 Shorewood Dr
Tavares, Fl 32778

DATE 3/25/02

PAY TO THE ORDER OF P.H.A. Progressive Health Alliance $ 2,0

Two Thousand eighty nine and 00/100 DOLLA

FIRST UNION First Union National Bank
firstunion.com
R/T 063107513

#NU-200211761

FOR 9 months Thru Dec 31st, 2002 [redacted]

Invoice

PHA- Progressive Health Alliance
1735 Spruce Street, Suite #D
Riverside, CA 92507

DATE	INVOICE #
4/1/2002	200211761

Bill to:

Mary Dunn Remax
[redacted]

Benefit Plan: UNICHOICE

Phone #	Fax #	Terms	Due Date	Agent
(800) 769-9294	(909) 682-8610	Due on receipt	4/1/2002	James

Coverage For	Name	Description	Contribution	Amount
4/1/2002	Mary Dunn Jerry Sean Dunn	Employee and Spouse	646.00	646.00
		Employee Only	126.00	126.00

Total	$772
Balance Due	$772

Thank you for your business.

Please make your check payable to Progressive Health Alliance and include your Invoice Number.
Please return a copy of your invoice if you have any corrections.
Each monthly contribution total includes the following:
Admin Fee $16.50, Association Fee $20.00
Union Dues $30.00, Consultant Fees

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Complementary & Alternative Medicine Professions
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818 226-9829 – FAX 818 226-9820

BOTH SECTIONS MUST BE COMPLETED AND SIGNED

MEMBERSHIP APPLICATION

I, the undersigned, do hereby apply for membership in the International Union for the Natural Health, Complementary & Alternative Medicine Professions, (ITPEU-OPEIU, AFL-CIO) "Union" and designate the Union to act as sole collective bargaining agent on all matters affecting my wages, hours and working conditions, with _____ (name of Company) and/or its successor. I further consent to the use of this application as evidence that the Union represents a majority of employees in any bargaining unit. I am applying for membership of my own free will and without inducement, insistence or coercion by any officer or authorized representative of the Union.

Full Name _____

Social Security No. _____

Street Address _____ City _____ State _____ Zip _____

Phone Number (____) _____ Fax Number (____) _____ Date of Birth _____

MEMBER SIGNATURE: X _____ Date _____

This Is NOT A Bank Draft Authorization - It Only Authorizes Your Employer To Deduct Your Union Dues And Remit It To The Union

DUES DEDUCTION AUTHORIZATION

Date _____ To: _____ (Company) and/or its successors

I hereby authorize you to deduct from my wages each pay period commencing _____ (date) a proportionate amount of my initiation fee and/or monthly membership dues or nonmember fees as designated by International Union for the Natural Health, Complementary & Alternative Medicine Professions ("Union"), while I am an employee of the Company or its lawful successor. The aforesaid initiation fee, membership dues or nonmember fees shall be remitted promptly by you to a designated official or employee of the Union.

This authorization shall be irrevocable, regardless of whether I remain a member of the Union, for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the Company, or its lawful successor, and the Union, whichever occurs sooner. I further direct you to maintain this authorization in effect, regardless of whether I remain a member of the Union, after the expiration of the shorter of the periods specified above for further successive periods of one (1) year provided there is then in effect a collective bargaining agreement between the Company, or its lawful successor, and the Union providing for checkoff of Union dues and/or nonmember fees

This authorization may only be revoked during the 15 day period following the expiration of any such year or during the 15 days following the termination date of the collective bargaining agreement between the Company, or its successor, and the Union covering my employment if such date shall occur within one of the aforesaid annual periods. I further agree that this authorization may only be revoked by written notice signed by me and received by the Company and the Union during any such 15 day period. Any such revocation shall become effective immediately upon receipt by the Company and the Union, and no dues shall be deducted from my wages following such receipt.

SIGNATURE _____ _____ Print Name _____ Social Security No.

AUTHORIZATION OF COLLECTIVE BARGAINING REPRESENTATIVE

Date: _____

To. International Union for the Natural Health, Complementary & Alternative Medicine Professions, ITPEU-OPEIU, AFL CIO

From: _____
(corporate name of employer)

The undersigned employer hereby designates PROGRESSSIVE HEALTH ALLIANCE., as their exclusive representative for the purpose of negotiating and administering collective bargaining agreements with the International Union for the Natural Health, Complementary & Alternative Medicine Professions, ITPEU-OPEIU, AFL-CIO, and for the prompt settlement and adjudication of disputes between the employer and the union. The employer agrees to be bound by the Collective Bargaining Agreement between the union and Progressive Health Alliance. This designation may be withdrawn at any time with sixty (60) days written notice to the designated representative

REPRESENTATIVE:

Progressive Health Alliance

Address:

_____

_____

EMPLOYER:

X_____
(Signature Required)

_____
Print Name

_____
Address

_____
City, State, Zip Code

_____
Area Code & Phone No.

IUNHCAMP
The Natural Health Union

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From Steve Gorman, President

I want to thank each of our members for selecting the International Union for the Natural Health, Complementary & Alternative Medicine Professions (IUNH) to represent you.

IUNH is a socially responsible, non-profit organization. Our mission includes improving America's workplace through the collective bargaining process by providing workers access to better health care. This is being accomplished, in part, by the integration of complementary and alternative medical benefits into the health plan negotiated for our members and by educating employees and employers about natural ways to improve health - both physical and mental.

My personal belief in alternative medicine evolved from the many years I have worked in the natural foods/products industry. There, I have had the opportunity to be introduced to a wide range of natural and holistic therapies. I was also able to personally experience the effectiveness of less invasive more natural therapies for my own family.

In 1983 I recognized the need for health insurance plans that would include options for those of us who might want to have acupuncture treatments rather than undergo back surgery or want to take homeopathic or herbal remedies instead of or in addition to prescription drugs. I am not saying that surgery or prescriptions are not often needed - just that there are often other options that may be less costly, less invasive, less dangerous, and more effective.

According to a recent article published in the Townsend Letter for Doctors & Patients, there are 12,000 deaths per year in the U.S. from unnecessary surgery, 7,000 people die each year from medication errors in hospitals, 20,000 deaths result from other errors in hospitals, 80,000 deaths from infections in hospitals, and 106,000 deaths from non-error, negative effects of drugs - in total, 250,000 people die every year from these causes.

The health insurance industry has been slow to respond to the public demand for alternative medical benefits. Some classes of practitioners have been successful in gaining recognition (chiropractors, acupuncturists, naturopathic doctors), but even those physicians have to constantly fight the prejudice and money interests that influence the insurance industry.

Recently some health insurance plans have recognized that they have to address alternative medicine but, rather than providing easy and direct reimbursement for these alternative and natural therapies, they have contracted with outside networks who determine which practitioners you have to see and what fees you will have to pay.

My vision has always been to see complementary and alternative medicine fully integrated into health plans with conventional medical care (hospital, doctor, prescription medicines, etc.). The health plan negotiated for IUNH members

just that!

IUNH offers the opportunity to assist practitioners in gaining greater recognition of their expertise and of the values of alternative and complementary therapies.

The bottom line is that IUNH is here to serve our members. Members have been most thankful for our assistance in obtaining health benefits that would cover alternative medicine as well as having good medical and surgical coverage.

We want your input. What would improve your workplace?

Be sure to read my interview with United States Congressman Peter DeFazio - a longtime friend of organic foods and alternative medicine (see link above). He needs your help to support the Access to Medical Treatment Act.

Please contact your local, state, and federal legislators and demand the right to

Add Me!
www.addme.com

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From left to right, Secretary-Treasurer Dr. Henry Golden, Vice-President Ronald Quarterman, and President Steven Gorman

Steven S. Gorman - President

Mr. Gorman's background includes over 25 years of work in the natural foods/products and complementary/alternative medicine benefit areas.

Most recently, he spent over 15 years in the health insurance and employee benefits field (1983-2000), where his focus was on the integration of alternative and complementary medicine into conventional health insurance plans. He directed all operations of a full service Third Party Administrator that included underwriting, claims adjudication and payment, sales and marketing. He has developed health plans for individuals, businesses, associations, and labor unions.

Since 1991, he has worked with the labor movement to make health coverage for complementary and alternative medicine (CAM) available to the American worker.

Prior to entering the health insurance business, Mr. Gorman worked in the natural foods industry for 13 years (1973-1986). During that period, he represented such prestigious natural food/product companies as Westbrae Natural Foods (Southwest Territory Manager) and Erewhon Natural Foods (Wholesale Sales Manager/Buyer).

In 1983, Mr. Gorman established Natural Marketing Association with a vision of providing natural and alternative health benefits to employees in the natural foods industry. He

subsequently founded Alternative Health Insurance Services in 1985 and Alliance for Alternatives in Healthcare in 1990.

Mr. Gorman and his organization have been featured in numerous publications including the Wall Street Journal, Los Angeles Times, Congressional Quarterly Researcher, and the Chicago Tribune.

His background and experience make Mr. Gorman uniquely qualified to direct the operations of IUNH.

Dr. Henry Golden, N.D., L.Ac., D.C. - Secretary/Treasurer

Dr. Golden is a Doctor of Chiropractic, Licensed Acupuncturist, and Naturopathic Physician, who has an established network with both medical doctors and alternative healthcare practitioners.

Dr. Golden served as an Assistant Professor of Clinical Sciences at the Los Angeles College of Chiropractic and has been certified in and taught more than 25 different holistic and complementary medicine techniques, including Chiropractic Biophysics Engineering, Applied Kinesiology, Neuro-Emotional Technique, various Yoga and Bodywork therapies, etc.

In addition to an active private practice, Dr. Golden is an international lecturer and consultant in such areas as Physical and Occupational Medicine, Sports Medicine, Nutrition and Family Healthcare, Clinical Hypnosis and Neuro-Linguistic Programming, Mind-Body Self-Help Techniques, Acupuncture, Herbal and Oriental Medicine, Naturopathic and Homeopathic Medicine, Yoga and Meditation, and others. Further, he has completed several hundred independent written peer case reviews and is a Qualified Medical Evaluator for the State of California Industrial Medical Council.

Ronald Quarterman - Vice President

Mr. Quarterman has been working in the natural health/alternative medicine benefits fields since 1986. He has been involved in the design and implementation of health plans that integrate complementary and alternative medicine benefits with conventional medical coverage. His past positions include serving as Vice President with Alternative Health Insurance Services, Inc. and Alliance for Alternatives in Healthcare, Inc.

A long-time basketball player and coach, Mr. Quarterman has been coaching in the San Fernando Valley community for the past 13 years at the Youth AAU, high school and college level. Many youths that Ron coached have gone on to play in college and professionally. He is currently the head assistant coach at Pierce College in addition to his duties with the Union.

International Union for the Natural Health.
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New Plans Being Introduced Soon

for the Health & Welfare Plan available to members of the International Union For The Natural Health, Complementary & Alternative Medicine Professions

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HEALTH INSURANCE AGENTS UNDER SIEGE

by Steve Gorman - July 2001

Submitted for publication to national and regional trade journals

Ever since the Clinton administration told us we could find other jobs, the attack on health insurance agents has been relentless.

Although the great health insurance "reform" the Clintons threatened never came to pass, state and federal mandates have forced most health insurance companies out of the market. Market conditions in the health insurance industry have deteriorated to the point where choices are severely limited for agents as well as for the American worker.

Agents have been hurt by the withdrawal of most health insurance carriers from the market. When I got licensed in California in 1984, I had 30-40 carriers I could use to quote for my prospects. Now there are 6-8. Agents in other states have even fewer companies to select from.

Add to that the proliferation of internet sites that allow both individuals and groups to completely bypass the agent or at least bypass their local independent health insurance agent.

Many health insurance agents have been forced to seek other sources of revenue. Some have gone as far as to get involved with multi-level discount health programs and/or legal services.

With all of this in mind, I anticipated a good response when I e-mailed a number of health insurance agents invitations to represent our union and present our unique and innovative benefits to employees of all sized businesses.

While I received an overall favorable response, there were a few agents who immediately started yelling "MEWA" or "scam" as soon as they saw the word "union".

There have been some unions in the past that were established for the purpose of circumventing state laws and offering cheap health plans. Many agents gathered their sick and uninsurable clients and put them into those plans. When those plans failed, everybody got hurt.

Historically, union health and welfare plans have provided benefits to more than one-third of America's workers at times. In fact, there would be no health insurance industry if labor unions had not negotiated with employers to offer such benefits to their workers in the first place.

Imagine America's workplace had there been no unions. Without such things as

minimum wages, workplace safety laws, child labor laws, health benefits - all direct results of union efforts - America's workers would be no better off than those workers in third-world countries. Even those workers who are not represented by a union enjoy the benefits gained for the American worker through the collective bargaining process of the unions.

Should a health insurance agent consider working with a union? Why not?

There is no reason why an insurance agent can't work for a union, as long as things are done properly and honestly. Both agents and workers are being restricted in their choices for health care. Employees are being forced into HMOs, having benefits reduced, and having increasing costs shifted to employees, etc.

Health insurance agents know how to talk with employees to present benefit plans. Agents also have relationships with employers that would enable them to persuade the employer to be neutral (about the union) while the agent presents the benefits of union membership to the employees.

When considering working with a union, an agent should have answers to the following questions:

1) Is the union a legitimate labor organization?
2) Is the union affiliated with the AFL-CIO?
3) Does the union do anything other than offer a health plan?
4) If health benefits are a key factor, are the contribution rates much too low?
5) How are health and welfare plan contribution rates set?

Working with a union is not for every agent. It takes more time to do a proper presentation and there are more things to disclose than there are in selling a regular health insurance plan.

However, health insurance agents that want to use their skills and experience to offer the best benefits available, should not rule out working with labor unions. Unions have traditionally offered their members the best, most progressive benefits. After all, it was unions that created benefit programs to begin with!

www.NaturalHealthUnion.org

Steve Gorman is president of the International Union for the Natural Health, Complementary & Alternative Medicine Professions (ITPEU-OPEIU, AFL-CIO).

Mr. Gorman is also a licensed insurance agent and administrator.
He can be contacted at 800 331-2713, fax 818 226-9820,
e-mail: steve@naturalhealthunion.org,
or by mail at P.O. Box 5167, West Hills, CA 91308.

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email: TheNaturalUnion@aol.com

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simply click here:
The Natural Health Union

- *" One company working to broaden choices is Alternative Health Insurance Services, which provides health-care coverage for...acupuncture, naturopathy, homeopathy, chelation therapy, massage therapy, and various types of bodywork."* ***Los Angeles Daily News/Orange County Register***

- *"Holistic health care costs less" says Steve Gorman of Alliance for Alternatives in Healthcare. "If you can prevent back surgery with...acupuncture, that's a lot less expensive"* ***Los Angeles Times***

JOIN THE
ALLIANCE FOR ALTERNATIVES IN HEALTHCARE
TODAY!

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Alternative and Complementary Coverages
Management
Recommended Links

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Group Quote Request

Provider Request Form

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THIS SITE IS INTENDED TO PROVIDE INFORMATION FOR REFERENCE PURPOSES ONLY.

The organizations represented on this web site offer benefit programs in compliance with the state laws of the state where each organization is domiciled in. Those who choose to access this web site from other locations, do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

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The Alternative Health Plans

Alternative Health Benefit Services has developed the most innovative and progressive health plans in America. Alternative and complementary medical benefits are now available to businesses and individuals through integrative health plans designed and negotiated by Alternative Health Insurance Services.

Here is what notable publications are saying about Alternative Health Benefit Services:

- *" Alternative Health Insurance Services offers coverage to patients who seek such treatments as acupuncture, chiropractic, homeopathy and naturopathy as well as conventional treatments."* ***Congressional Quarterly Researcher***
- *"Alliance for Alternatives in Healthcare covers traditional major medical but also less conventional therapies such as Ayurvedic medicine...chelation therapy...and colon therapy."* ***Wall Street Journal***
- *"The Alternative Health Plan allows freedom of choice for such treatments as acupuncture, naturopathy, homeopathy, massage therapy and others."* ***Chicago Tribune***

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Address http://holisticbenefits.com/health-care.htm

Holistic Benefits & Services

National Sales Office: 1-866-243-1707

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Health Care Options

- Comprehensive Health Plan
- Limited Benefit Medical Reimbursement Plans

Date/Time Properties

Date & Time | Time Zone

Date

May 2003

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Time

4:41:21 PM

Properties

General

group_health_plan.htm

Protocol: HyperText Transfer Protocol

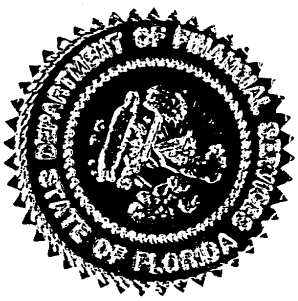
Type: HTML Document

Address (URL): http://www.naturalhealthunion.org/html/group_health_plan.htm

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that, Steven Samuel Gorman/License Number A298740/[redacted], is licensed as a nonresident health agent in the State of Florida. Records are maintained in the official records of the Department of Insurance, 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.

Tom Gallagher

Chief Financial Officer

EXHIBIT
F

STATE OF FLORIDA

DEPARTMENT OF FINANCIAL SERVICES

The Capitol, Tallahassee, Florida 32399-0300

TOM GALLAGHER

CHIEF FINANCIAL OFFICER

DATE 05/20/2003

AGENT PERSONAL DATA INQUIRY

NAME GORMAN,STEVEN SAMUEL

AGENT# A298740 [redacted]

RACE W SEX M

POB LOS ANGELES CA

HOME STREET [redacted]

HOME OPT. STREET

HOME CITY STATE [redacted]

BUS. STREET ALTERNATIVE HEALTH INSURANCE SVS

BUS. OPT. STREET 100 E THOUSAND OAKS BLDG 232

BUS. CITY STATE THOUSAND OAKS CA ZIP 91360

BUS. CNTY. 00

MAIL STREET PO BOX 6279

MAIL OPT. STREET

MAIL CITY STATE THOUSAND OAKS CA ZIP 913596279

AGENT LICENSE DISPLAY

AGENT# A298740 GORMAN,STEVEN SAMUEL [redacted]

TYCL	LIC	STATUS	CURRENT STATUS DATE	ORIGINAL ISSUE LIC DTE (LOI)	QT	YR	RCPT/APP	#ACT	TEMP	LAST LOST ACTIVE APPOINT DATE	RE
0815	1	LOST-Q	081300	081398	D	98	4014740003	000	00	081398	D
0840	Q	LICENSED	081398	081398	I	99	4014740003	000	00	110800	D

AGENT APPOINTMENT DISPLAY

AGENT# A298740 GORMAN,STEVEN SAMUEL [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0840	002	00	CN CANCELLED	110800	100899	S			093002
	RCPT/APP	8501850001	CPNY 09574	FRONTIER INSURANCE COMPANY					
				195 LAKE LOUISE MARIE RD					
				ROCK HILL					NY
				127756640					
0920	003	00	LE LIC APP ONLY-ERR	030200		S			
	RCPT/APP	0165200001	CPNY 09574	FRONTIER INSURANCE COMPANY					
				195 LAKE LOUISE MARIE RD					
				ROCK HILL					NY
				127756640					

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that, Stephen Peter Gorman/License Number A10123[redacted] is licensed as a life and variable annuity and life agent in the State of Florida. Records are maintained in the official records of the Department of Insurance, 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.

Tom Gallagher

Chief Financial Officer

STATE OF FLORIDA

DEPARTMENT OF FINANCIAL SERVICES

The Capitol, Tallahassee, Florida 32399-0300

TOM GALLAGHER

CHIEF FINANCIAL OFFICER

DATE 05/20/2003

AGENT PERSONAL DATA INQUIRY

NAME GORMAN,STEPHEN PETER

AGENT# A101236 [redacted]

RACE W SEX M

POB TROY NEW YORK

HOME STREET	[redacted]		
HOME OPT. STREET			
HOME CITY STATE	[redacted]	FL	[redacted]
BUS. STREET	GRUNTAL & CO		
BUS. OPT. STREET	515 E LAS OLAS BLVD		
BUS. CITY STATE	FORT LAUDERDALE	FL	ZIP 333012296
BUS. CNTY.	10		
MAIL STREET	637 NW 45TH DR		
MAIL OPT. STREET			
MAIL CITY STATE	DELRAY BEACH	FL	ZIP 334452136

AGENT LICENSE DISPLAY

AGENT# A101236 GORMAN,STEPHEN PETER [redacted]

TYCL	LIC	STATUS	CURRENT STATUS DATE	ORIGINAL ISSUE LIC DTE (LOI)	QT	YR	RCPT/APP	#ACT	TEMP	LAST LOST ACTIVE APPOINT DATE	RE
0214	Q	LICENSED	102198	102198	D	98	5143680003	006	00		D
0216	Q	LICENSED	102198	102198	I	01	5143680003	002	00		D
0218	1	LOST-Q	010195	011291	I	91	8898380003	000	00	010193	D

AGENT APPOINTMENT DISPLAY

AGENT# A101236 GORMAN,STEPHEN PETER [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0214	005	10	NR NOT RENEWED	033103	111098	S			033103
RCPT/APP 3672030045 CPNY 05649				AIG ANNUITY INSURANCE COMPANY					
				PO BOX 871					
				AMARILLO					TX
				791050871					
0214	006	10	CN CANCELLED	022201	111298	S			033101
RCPT/APP 5733070002 CPNY 05520				GOLDEN AMERICAN LIFE INSURANCE COMPANY					
				1475 DUNWOODY DR					
				WEST CHESTER					PA
				193801478					
0214	007	10	RN RENEWED	040103	111298	S			033105
RCPT/APP 2023970292 CPNY 05277				HARTFORD LIFE AND ANNUITY INSURANCE COMP					
				PO BOX 5085					
				HARTFORD					CT
				061025085					
0214	008	10	RN RENEWED	040103	111298	S			033105
RCPT/APP 2024000310 CPNY 05240				HARTFORD LIFE INSURANCE COMPANY					
				PO BOX 5085					
				HARTFORD					CT
				061025085					
0214	009	10	CN CANCELLED	110101	120898	S			033103
RCPT/APP 3947300079 CPNY 05012				ING LIFE INSURANCE AND ANNUITY COMPANY					
				151 FARMINGTON AVE					
				HARTFORD					CT
				061560001					
0214	010	10	NR NOT RENEWED	033101	120898	S			033101
RCPT/APP 5888340001 CPNY 05965				ING INSURANCE COMPANY OF AMERICA					
				151 FARMINGTON AVE					
				HARTFORD					CT
				061560001					
0214	011	10	RN RENEWED	040102	032400	S			033104
RCPT/APP 8068260131 CPNY 05340				GE LIFE AND ANNUITY ASSURANCE COMPANY					
				PO BOX 27601					
				RICHMOND					VA
				232617601					

AGENT APPOINTMENT DISPLAY

AGENT# A101236 GORMAN,STEPHEN PETER [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0214	016	10	OI ORIGINAL ISSUE	052101	052101	S			033104
	RCPT/APP 4520430001 CPNY 05312			AMERICAN SKANDIA LIFE ASSURANCE CORPORAT					
				PO BOX 7040					
				BRIDGEPORT					CT
				066017040					
0214	017	10	OI ORIGINAL ISSUE	081502	081502	S			033105
	RCPT/APP 9616970001 CPNY 05219			FIRST COLONY LIFE INSURANCE COMPANY					
				PO BOX 1280					
				LYNCHBURG					VA
				245051280					
0214	018	10	RN RENEWED	040103	011603	S			033105
	RCPT/APP 1625800052 CPNY 05271			JACKSON NATIONAL LIFE INSURANCE COMPANY					
				PO BOX 24068					
				LANSING					MI
				489094068					
0216	013	10	CN CANCELLED	011603	010501	S			033103
	RCPT/APP 3129950001 CPNY 05271			JACKSON NATIONAL LIFE INSURANCE COMPANY					
				PO BOX 24068					
				LANSING					MI
				489094068					
0216	014	10	OI ORIGINAL ISSUE	050901	050901	S			033104
	RCPT/APP 4348920005 CPNY 06277			OHIO NATIONAL LIFE INSURANCE COMPANY					
				1 FINANCIAL WAY					
				CINCINNATI					OH
				452425851					
0216	015	10	OI ORIGINAL ISSUE	050901	050901	S			033104
	RCPT/APP 4348920006 CPNY 05403			OHIO NATIONAL LIFE ASSURANCE CORPORATION					
				1 FINANCIAL WAY					
				CINCINNATI					OH
				452425851					
0218	002	10	NR NOT RENEWED	010193	011291	S			011293
	RCPT/APP 2241670055 CPNY 05615			UNITED AMERICAN INSURANCE COMPANY					
				PO BOX 8080					
				MCKINNEY					TX
				750708080					

AGENT APPOINTMENT DISPLAY

AGENT# A101236 GORMAN,STEPHEN PETER [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0218	004	10	CN CANCELLED	102391	010191	S			010193
	RCPT/APP 9143750050 CPNY 05586			FORTIS INSURANCE COMPANY					
				PO BOX 3183					
				MILWAUKEE					WI
				532013183					

State of Florida

Office of Insurance Regulation
Tallahassee, Florida
May 21, 2003

I, the undersigned, Director of the Office of Insurance Regulation of the State of Florida, do hereby certify that the attached letter regarding International Union for the Natural Health, Complementary & Alternative Medicine Professions (IUNHCAMP) is a true and correct copy of the official records maintained in the regular course of business by the Office of Insurance Regulation.

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

Director

EXHIBIT
G

REPLY TO: Tallahassee

WRITER'S DIRECT LINE (850) 841-7771, x. 204

E-MAIL: ck@tewlaw.com

TEW CARDENAS REBAK
KELLOGG LEHMAN
DEMARIA TAGUE
RAYMOND & LEVINE, L.L.P.

ATTORNEYS AT LAW

JAN 15 2003
BUREAU OF SPECIALTY INSURERS

January 14, 2003

Via Facsimile and U.S. Mail
Luke S. Brown, Senior Exec. Atty.
Florida Department of Insurance
200 East Gaines Street
Tallahassee, Florida 32399-0324

RE: **INTERNATIONAL UNION FOR THE NATURAL HEALTH, COMPLEMENTARY & ALTERNATIVE MEDICINE PROFESSIONS (IUNHCAMP)**

Dear Mr. Brown:

This letter will serve to inform you that the IUNHCAMP Health & Welfare Fund (Fund) discontinued self-funding its major medical plans on December 31, 2002, and has been fully insuring those benefits since January 1, 2003, with a company licensed to provide such coverage in Florida. The Fund has arranged for continued coverage of existing plan participants under the fully-insured program.

For the reasons discussed below, some pre-2003 claims have not yet been paid. The Fund is presently determining its total claims liability incurred during this period as compared against Fund assets, to ensure an equitable and proper payment of all eligible claims.

We anticipate that any deficiency found will have resulted mostly from the actions of one employer association, Progressive Health Alliance (PHA). Fund records show that PHA failed to pay various contributions which it was contractually obligated to pay the Fund. The Fund is taking steps to collect delinquent Fund contributions from PHA. It appears that PHA failed to collect contractually required amounts from participating employers and, to the extent PHA did collect these contributions, PHA failed to transmit these contributions to the Fund. PHA's remitted contributions covered participating employers only through October 31, 2002. If we are unable to resolve this issue amicably over the next few days, the Fund will immediately file a lawsuit in Federal District Court pursuant to ERISA, seeking to recover past due amounts and to obtain appropriate injunctive relief.

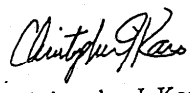
Also, both state (Texas Insurance Department) and federal (U.S. Department of Labor) regulators have provided documentation to the trustees indicating that PHA failed to use the Fund's

trustee-approved rates. We have also been informed that PHA is now attempting to divert its contractually-required Fund contributions to another entity, which we are told is the IUIIW (based in Georgia, but using a Chicago Local 10 for this purpose). We are informed that this new program is being administered by TPA One (f/k/a Interstate Administrators) of Danville, Illinois.

The Fund anticipates that claim payments for pre-2003 claims will resume by the end of January. The Fund will continue its efforts to adjudicate and resolve all legitimate outstanding claims. Post-2002 claims will be handled by the Fund's new carrier, American Travelers Assurance Company. Administration will be handled by Advanced Administration, at 1101 No. Lake Destiny Road #130, Maitland, FL 32751. If you have any questions with regard to the status of specific claims, please contact the Fund Administrator.

We trust that the foregoing information addresses any outstanding questions you may have regarding the status of the Fund. If we can provide you with any additional information, please do not hesitate to contact us.

Sincerely,



Christopher J. Karo

cc: IUNHCAMP Health and Welfare Fund

State of Florida

OFFICE OF INSURANCE REGULATION
Tallahassee, Florida

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

Dated this 21st Day of May, 2003

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following company or individual currently holds, or has ever held, a CERTIFICATE OF AUTHORITY from the Office authorizing the company or individual to transact insurance as an insurer in any capacity:

Advanced Administration, Inc.

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

Director, Office of Insurance Regulation

EXHIBIT
H

2003 FOR PROFIT CORPORATION UNIFORM BUSINESS REPORT (UBR)

FILED
Apr 14, 2003 8:00 ar
Secretary of State
04-14-2003 90085 047 ***150.00

DOCUMENT # K74040

1. Entity Name
ADVANCED ADMINISTRATION, INC.

Principal Place of Business
1101 N LAKE DESTINY RD
SUITE 130
MAITLAND FL 32751
US

Mailing Address
1101 N LAKE DESTINY RD
SUITE 130
MAITLAND FL 32751
US

2. Principal Place of Business
Suite, Apt. #, etc.
City & State
Zip | Country

3. Mailing Address
Suite, Apt. #, etc.
City & State
Zip | Country

☑ CHECK HERE IF MAKING CHANGES

4. FEI Number 59-2934666 | Applied For | Not Applicat

5. Certificate of Status Desired ☐ $8.75 Additional Fee Required

6. Name and Address of Current Registered Agent
DEVLIN, JOHN EUGENE
375 DOUGLAS AVE
SUITE 2100
ALTAMONTE SPRINGS FL 32714

7. Name and Address of New Registered Agent
Name
Street Address (P.O. Box Number is Not Acceptable) 1101 N. Lake Destiny Road
Ste 130
City MAITLAND FL Zip Code 32751

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and acce the obligations of registered agent.

SIGNATURE John E. Devlin 4-10-03 DATE
Signature, type or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)

FILE NOW!!! FEE IS $150.00
After May 1, 2003 Fee will be $550.00
Make Check Payable to Florida Department of State

9. Election Campaign Financing Trust Fund Contribution. ☐ $5.00 May B Added to Fees

10. OFFICERS AND DIRECTORS

TITLE	P
NAME	DEVLIN, JOHN EUGENE
STREET ADDRESS	1738 LAKE WAUMPI DR
CITY-ST-ZIP	MAITLAND FL
☐ Delete	
TITLE	V
NAME	SPERANZA, RICHARD J
STREET ADDRESS	326 SHADOW BAY BLVD N
CITY-ST-ZIP	LONGWOOD FL 32779
☒ Delete	
TITLE	
NAME	
STREET ADDRESS	
CITY-ST-ZIP	
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CITY-ST-ZIP	
☐ Delete	

11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11

TITLE	
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CITY-ST-ZIP	
☐ Change ☐ Add	
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CITY-ST-ZIP	
☐ Change ☐ A	

12. I hereby certify that the information supplied with this filing doe in Section 119.07(3)(i), Florida Statutes. I further certify that the informa indicated on this report or supplemental report is true and acc the same legal effect as if made under oath; that I am an officer or dire of the corporation or the receiver or trustee empowered to exe 607, Florida Statutes; and that my name appears in Block 10 or Block changed, or on an attachment with an address, with all other (407) 781-2773

SIGNATURE: John E. Devlin ulisha

EXHIBIT
I
tabbies

INTERNATIONAL UNION OF INDUSTRIAL AND INDEPENDENT WORKERS

The International Union of Industrial and Independent Workers was formed in September 1997. This organization has been found for the purpose of uniting employees, protecting their interests and promoting their general welfare.

This Union is founded for the purpose of uniting into one organizati the workers within its jurisdiction in order:

- To maintain, protect, and advance the economic welfare and collect security of its members:
- To extend the benefits of collective bargaining and to secure for all members the means to establish peaceful relations with their employees:
- To foster, protect and extend democratic institutions and civil rights liberties and thus perpetuate traditions of our democratic form of government:
- To extend the rights and strictly adhere to the obligation and responsibilities to the members within its jurisdiction, to organize a bargain collectively with their chosen representative:
- To secure and provide for the exchange of information and advice relative to the benefit and welfare of the members of this union.

International Headquarters
8131 E Rosecrans Ave Ste 203 Paramount CA 90723
Toll-Free:1-800-592-0115 Phone: (562) 408-6187 Fax: (562) 408-6273
E-Mail: robyn@iuiiw.com

Chicago Office Local 11
3008 N Laramie Ave
Chicago, Ill 60641
Phone: 773-286-2804 Fax: 773-286-2804

Georgia Office Local 10
1725 Windward Concourse - Suite 150
Alpharetta GA 30005
Phone: 770-643-1171
Toll Free: 1-877-775-1171
Fax: 770-643-1280

Dallas Office
12144 Woodside Lane
Iola TX 77861
Phone: 877-775-1171

EXHIBIT
J

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International Union of Industrial and Independent Workers

INTERNATIONAL UNION OF INDUSTRIAL AND INDEPENDENT WORKERS

The following is a brief summary of the International Union's filings and identification numbers

Rev:0

International Union of Industrial and Independent Workers Profil

This Organization has been founded for the purpose of uniting employees protecting their interests and promoting their general welfare.

Constitution filed: US Department of Labor and Alberta Canada Labo Board

US Department of Labor ID#: 540819

IRS EIN#: 58-23-58136

IRS Trust EIN#: 58-2518947

Union Offices: Alpharetta, Georgia; Paramount, California; Dallas, Texas Chicago, ILL

Districts: Southern, Central, Western, and Northern

Locals: 10 11 20 30 40

IUIIW Union Officers:
~International President - Joe Beltz
~International Vice President - Mitch Coneley
~International Secretary/Treasurer - Jim Miller

Executive Board Members:
Barbara Canino, Randy Bentley, Larry Conner and David Wright

Staff:
International Representative/Director Of Benifits - Lorelei Caro
International Representative/Lead Organizer - Mitch Coneley
International Representative/Organizer - Robyn Monk

IUIIW Office Administrator - Tammy McCain

Law Firm:
Jolley Walsh Hurley and Raisher, P.C.
204 W. Linwood Blvd.
Kansas City, MO 64111
Phone:(816)561-3755 Fax:(816)561-9355
E-mail: jolleywalsh@compuserve.com

Administrator:
Oak Tree Administrators - Website
Health Products, HMO's, Taft Hartley, Self Funded

Copyright © 2001 All Rights Reserved
International Union of Industrial and Independent Workers

State of Florida

OFFICE OF INSURANCE REGULATION
Tallahassee, Florida

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

Dated this 21st Day of May, 2003

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following company or individual currently holds, or has ever held, a CERTIFICATE OF AUTHORITY from the Office authorizing the company or individual to transact insurance as an insurer in any capacity:

Oak Tree Administrators, Inc.

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

Director, Office of Insurance Regulation

EXHIBIT

K

2003 FOR PROFIT CORPORATION UNIFORM BUSINESS REPORT (UBR)

FILED
Mar 24, 2003 8:00 a
Secretary of State
03-24-2003 90197 040 ***150.00

DOCUMENT # P00000031269

1. Entity Name
CARDINAL FINANCIAL SERVICES, INC.

Principal Place of Business
2906 PEMBRIDGE ST
KISSIMMEE FL 34747

Mailing Address
2906 PEMBRIDGE ST
KISSIMMEE FL 34747

2. Principal Place of Business
Suite, Apt. #, etc.
City & State
Zip | Country

3. Mailing Address
Suite, Apt. #, etc.
City & State
Zip | Country

☐ CHECK HERE IF MAKING CHANGES

4. FEI Number 59-3635600 | Applied For | Not Applica

5. Certificate of Status Desired ☐ $8.75 Additional Fee Required

6. Name and Address of Current Registered Agent
CROOK, SANDRA K
2906 PEMBRIDGE ST
KISSIMMEE FL 34747

7. Name and Address of New Registered Agent
Name
Street Address (P.O. Box Number is Not Acceptable)
City FL Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and acce the obligations of registered agent.

SIGNATURE S Crook / SANDRA K. CROOK 3-11-03
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating) DATE

FILE NOW!!! FEE IS $150.00
After May 1, 2003 Fee will be $550.00
Make Check Payable to Florida Department of State

9. Election Campaign Financing Trust Fund Contribution. ☐ $5.00 May E Added to Fees

10. OFFICERS AND DIRECTORS

TITLE	D	☐ Delete
NAME	CROOK, SANDRA K	
STREET ADDRESS	2906 PEMBRIDGE ST	
CITY-ST-ZIP	KISSIMMEE FL 34747	
TITLE		☐ Delete
NAME		
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CITY-ST-ZIP		

11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11

TITLE		☐ Change ☐ Add
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TITLE		☐ Change ☐ Add
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STREET ADDRESS		
CITY-ST-ZIP		
TITLE		☐ Change ☐ Add
NAME		
STREET ADDRESS		

12. I hereby certify that the information supplied with this filing does not qua 119.07(3)(i), Florida Statutes. I further certify that the informati indicated on this report or supplemental report is true and accurate and legal effect as if made under oath; that I am an officer or direc of the corporation or the receiver or trustee empowered to execute this r rida Statutes; and that my name appears in Block 10 or Block changed, or on an attachment with an address, with all other like empow

SIGNATURE: S Crook REF R/OI 3-11-03

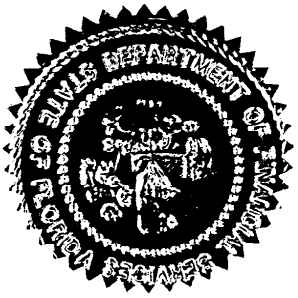
EXHIBIT
L
tabbies

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that, Jerry Dewain Crook/License Number A058095[redacted], was licensed as a life health and variable annuity, life and variable annuity, life, life and health and health agent in the State of Florida; however, his license was suspended by Emergency Order of this Department effective February 12, 2002. Records are maintained in the official records of the Department of Insurance, 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.



Tom Gallagher

Chief Financial Officer

EXHIBIT
tabbies
rn

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
The Capitol, Tallahassee, Florida 32399-0300

TOM GALLAGHER
CHIEF FINANCIAL OFFICER

DATE 05/20/2003

AGENT PERSONAL DATA INQUIRY

NAME CROOK, JERRY DEWAIN

AGENT# A058095 [redacted]
RACE W SEX M
POB ANDERSON IN

HOME STREET	2906 PEMBRIDGE ST		
HOME OPT. STREET			
HOME CITY STATE	KISSIMMEE	FL	ZIP 347471627
BUS. STREET			
BUS. OPT. STREET	2906 PEMBRIDGE ST		
BUS. CITY STATE	KISSIMMEE	FL	ZIP 347471627
BUS. CNTY.	26		
MAIL STREET	2906 PEMBRIDGE ST		
MAIL OPT. STREET			
MAIL CITY STATE	KISSIMMEE	FL	ZIP 347471627

AGENT LICENSE DISPLAY

AGENT# A058095 CROOK, JERRY DEWAIN [redacted]

TYCL	LIC	STATUS	CURRENT STATUS DATE	ORIGINAL ISSUE LIC DTE (LOI)	QT	YR	RCPT/APP	#ACT	TEMP	LAST LOST ACTIVE APPOINT DATE	RE
0214	S	SUSPENDED	021202	103195	D	95	7359820003	000	00	021202	D
0215	S	SUSPENDED	021202	103195	I	97	7359820003	000	00	021202	D
0216	S	SUSPENDED	021202	103195	I	97	7359820003	000	00	021202	D
0218	S	SUSPENDED	021202	103195	I	96	7359820003	000	00	021202	D
0240	S	SUSPENDED	021202	103195	D	95	7359820003	000	00	021202	D

AGENT APPOINTMENT DISPLAY

AGENT# A058095 CROOK, JERRY DEWAIN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES	
0214	002	04	NR NOT RENEWED	113098	062596	S			113098	
	RCPT/APP 0366880020 CPNY 05646			WESTERN RESERVE LIFE ASSURANCE COMPANY O						
				PO BOX 5068						
				CLEARWATER						FL
				337585068						
0214	037	26	SP SUSPENDED	021202	122099	S			113002	
	RCPT/APP 9000580001 CPNY 05643			USG ANNUITY & LIFE COMPANY						
				909 LOCUST ST						
				DES MOINES						IA
				503092803						
0214	056	26	SP SUSPENDED	021202	040901	S			113003	
	RCPT/APP 3998070001 CPNY 06055			TRUSTMARK INSURANCE COMPANY						
				400 N FIELD DR						
				LAKE FOREST						IL
				600454809						
0214	060	26	SP SUSPENDED	021202	052201	S			113003	
	RCPT/APP 4554220001 CPNY 05294			KEYPORT LIFE INSURANCE COMPANY						
				PO BOX 9133						
				WELLESLEY						MA
				024819133						
0215	005	04	CN CANCELLED	011298	082897	S			113099	
	RCPT/APP 2498570004 CPNY 05172			FREEDOM LIFE INSURANCE COMPANY OF AMERIC						
				110 W 7TH ST STE 300						
				FORT WORTH						TX
				761027032						
0215	006	04	CN CANCELLED	011298	082897	S			113099	
	RCPT/APP 2498570003 CPNY 05013			NATIONAL FINANCIAL INSURANCE COMPANY						
				110 W 7TH ST STE 300						
				FORT WORTH						TX
				761027032						
0215	014	17	NR NOT RENEWED	113000	062198	S			113000	
	RCPT/APP 4911720001 CPNY 05659			TRAVELERS LIFE AND ANNUITY COMPANY						
				PO BOX 990017						
				HARTFORD						CT
				061990017						

AGENT APPOINTMENT DISPLAY

[redacted]

AGENT# A058095 CROOK, JERRY DEWAIN

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0215	015	17	NR NOT RENEWED	113000	062198	S			113000
	RCPT/APP 4911710001 CPNY 05590			TRAVELERS INSURANCE COMPANY					
				1 TOWER SQ # 4CR					
				HARTFORD					CT
				061830001					
0215	016	26	SP SUSPENDED	021202	010799	S			113003
	RCPT/APP 6865610134 CPNY 05277			HARTFORD LIFE AND ANNUITY INSURANCE COMP					
				PO BOX 5085					
				HARTFORD					CT
				061025085					
0215	017	26	SP SUSPENDED	021202	010799	S			113003
	RCPT/APP 6865290124 CPNY 05240			HARTFORD LIFE INSURANCE COMPANY					
				PO BOX 5085					
				HARTFORD					CT
				061025085					
0215	018	26	NR NOT RENEWED	113001	011199	S			113001
	RCPT/APP 6120220001 CPNY 06148			INTER-STATE ASSURANCE COMPANY					
				PO BOX 1907					
				DES MOINES					IA
				503061907					
0215	021	26	NR NOT RENEWED	113001	020999	S			113001
	RCPT/APP 6435920001 CPNY 05470			JEFFERSON-PILOT LIFE INSURANCE COMPANY					
				1 GRANITE PL					
				CONCORD					NH
				033013258					
0215	023	26	SP SUSPENDED	021202	031299	S			113003
	RCPT/APP 6877220008 CPNY 06290			PENN MUTUAL LIFE INSURANCE COMPANY					
				INDEPENDENCE SQUARE, C2F					
				PHILADELPHIA					PA
				19172					
0215	024	26	NR NOT RENEWED	113001	031099	S			113001
	RCPT/APP 6660310001 CPNY 05646			WESTERN RESERVE LIFE ASSURANCE COMPANY O					
				PO BOX 5068					
				CLEARWATER					FL
				337585068					

AGENT APPOINTMENT DISPLAY

AGENT# A058095 CROOK, JERRY DEWAIN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES	
0215	025	14	CN CANCELLED	102799	070199	S			113001	
	RCPT/APP 7590740001 CPNY 05630			JEFFERSON PILOT FINANCIAL INSURANCE COMP						
				1 GRANITE PL						
				CONCORD						NH
				033013258						
0215	045	26	SP SUSPENDED	021202	040800	S			113002	
	RCPT/APP 0645280001 CPNY 05288			REPUBLIC AMERICAN LIFE INSURANCE COMPANY						
0215	050	26	SP SUSPENDED	021202	101000	S			113002	
	RCPT/APP 2193210001 CPNY 05385			NATIONAL WESTERN LIFE INSURANCE COMPANY						
				850 E ANDERSON LN						
				AUSTIN						TX
				787521638						
0216	007	26	SP SUSPENDED	021202	103097	S			113003	
	RCPT/APP 6877230013 CPNY 05070			AMERICAN NATIONAL INSURANCE COMPANY						
				PO BOX 1762						
				GALVESTON						TX
				775531762						
0216	011	26	SP SUSPENDED	021202	122397	S			113002	
	RCPT/APP 2831410061 CPNY 05213			LIFEUSA INSURANCE COMPANY						
				PO BOX 59060						
				MINNEAPOLIS						MN
				554590060						
0216	020	14	CN CANCELLED	072999	012599	S			113001	
	RCPT/APP 6265900001 CPNY 05241			GREAT AMERICAN LIFE INSURANCE COMPANY						
				PO BOX 5416						
				CINCINNATI						OH
				452015416						
0216	026	26	SP SUSPENDED	021202	071299	S			113003	
	RCPT/APP 6922800027 CPNY 05061			CONSECO ANNUITY ASSURANCE COMPANY						
				PO BOX 1974						
				CARMEL						IN
				460821974						

AGENT APPOINTMENT DISPLAY

AGENT# A058095 CROOK, JERRY DEWAIN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES	
0216	027	26	SP SUSPENDED	021202	072099	S			113003	
	RCPT/APP 7035980120 CPNY 05349			CONSECO LIFE INSURANCE COMPANY						
				PO BOX 1970						
				CARMEL						IN
				460821970						
0216	034	17	CN CANCELLED	040400	120399	S			113002	
	RCPT/APP 8899150001 CPNY 05545			LONDON PACIFIC LIFE AND ANNUITY COMPANY						
				3101 POPLARWOOD CT STE 300						
				RALEIGH						NC
				276041045						
0216	035	26	SP SUSPENDED	021202	112299	S			113003	
	RCPT/APP 6487220022 CPNY 05161			AMERICAN EQUITY INVESTMENT LIFE INSURANC						
				5000 WESTOWN PKWY STE 440						
				WEST DES MOINES						IA
				502665921						
0216	036	26	SP SUSPENDED	021202	121599	S			113002	
	RCPT/APP 9002070001 CPNY 05740			ANNUITY INVESTORS LIFE INSURANCE COMPANY						
				PO BOX 5416						
				CINCINNATI						OH
				452015416						
0216	039	26	SP SUSPENDED	021202	121399	S			113002	
	RCPT/APP 9056950001 CPNY 05055			AMERICAN INVESTORS LIFE INS. CO., INC.						
				PO BOX 2039						
				TOPEKA						KS
				666012039						
0216	041	26	SP SUSPENDED	021202	020800	S			113002	
	RCPT/APP 9467580001 CPNY 05216			FIDELITY AND GUARANTY LIFE INSURANCE COM						
				1001 FLEET ST						
				BALTIMORE						MD
				212024346						
0216	049	26	SP SUSPENDED	021202	082400	S			113002	
	RCPT/APP 1682870001 CPNY 05356			MIDLAND NATIONAL LIFE INSURANCE COMPANY						
				1 MIDLAND PLZ						
				SIOUX FALLS						SD
				571930001						

AGENT APPOINTMENT DISPLAY

AGENT# A058095 CROOK, JERRY DEWAIN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES	
0216	051	26	SP SUSPENDED	021202	110600	S			113002	
	RCPT/APP 2858230001 CPNY 05545			LONDON PACIFIC LIFE AND ANNUITY COMPANY						
				3101 POPLARWOOD CT STE 300						
				RALEIGH						NC
				276041045						
0216	062	26	SP SUSPENDED	021202	060801	S			113003	
	RCPT/APP 4720570001 CPNY 06125			GUARANTEE TRUST LIFE INSURANCE COMPANY						
				1275 MILWAUKEE AVE						
				GLENVIEW						IL
				600252463						
0216	063	26	SP SUSPENDED	021202	082101	S			113003	
	RCPT/APP 5558290001 CPNY 05924			LIBERTY BANKERS LIFE INSURANCE COMPANY						
				PO BOX 9214						
				DES MOINES						IA
				503069214						
0218	001	26	CN CANCELLED	121701	020996	S			113002	
	RCPT/APP 2899600050 CPNY 05002			AIG LIFE INSURANCE COMPANY						
				PO BOX 15403						
				AMARILLO						TX
				791055403						
0218	003	04	CN CANCELLED	072897	091696	S			113098	
	RCPT/APP 0244180029 CPNY 05044			AMERICAN FAMILY LIFE ASSURANCE COMPANY O						
				1932 WYNNTON RD						
				COLUMBUS						GA
				319990001						
0218	004	04	CN CANCELLED	081597	062097	S			113097	
	RCPT/APP 1946960001 CPNY 05314			UNITED BENEFIT LIFE INSURANCE COMPANY						
				3909 HULEN ST						
				FORT WORTH						TX
				761077255						
0218	009	26	NR NOT RENEWED	113001	103197	S			113001	
	RCPT/APP 8928090043 CPNY 05480			PROTECTIVE LIFE INSURANCE COMPANY						
				PO BOX 2606						
				BIRMINGHAM						AL
				352022606						

AGENT APPOINTMENT DISPLAY

AGENT# A058095 CROOK, JERRY DEWAIN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0218	010	26	SP SUSPENDED	021202	122397	S			113002
	RCPT/APP 2831440098 CPNY 05380			ALLIANZ LIFE INSURANCE COMPANY OF NORTH					
				PO BOX 59060					
				MINNEAPOLIS					MN
				554590060					
0218	019	04	CN CANCELLED	060499	012599	S			113001
	RCPT/APP 6240710001 CPNY 05399			OLD LINE LIFE INSURANCE COMPANY OF AMERI					
				PO BOX 401					
				MILWAUKEE					WI
				532010401					
0218	022	26	NR NOT RENEWED	113001	030199	S			113001
	RCPT/APP 6524670001 CPNY 05337			LIFE INSURANCE COMPANY OF THE SOUTHWEST					
				PO BOX 569080					
				DALLAS					TX
				753569080					
0218	028	26	SP SUSPENDED	021202	101199	S			113003
	RCPT/APP 6762140017 CPNY 05930			UNITED WISCONSIN LIFE INSURANCE COMPANY					
				PO BOX 19032					
				GREEN BAY					WI
				543079032					
0218	029	26	NR NOT RENEWED	113001	102099	S			113001
	RCPT/APP 8548490003 CPNY 05193			CONSECO MEDICAL INSURANCE COMPANY					
				303 N MAIN ST					
				ROCKFORD					IL
				611011018					
0218	030	26	NR NOT RENEWED	113001	102799	S			113001
	RCPT/APP 8561420003 CPNY 05901			HUMANA INSURANCE COMPANY					
				1100 EMPLOYERS BLVD					
				GREEN BAY					WI
				543440001					
0218	033	17	CN CANCELLED	041200	110299	S			113001
	RCPT/APP 8716480001 CPNY 05615			UNITED AMERICAN INSURANCE COMPANY					
				PO BOX 8080					
				MCKINNEY					TX
				750708080					

AGENT APPOINTMENT DISPLAY

[redacted]

AGENT# A058095 CROOK,JERRY DEWAIN

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES	
0218	040	26	CN CANCELLED	030101	011300	S			113002	
	RCPT/APP 9207600001 CPNY 05072			AMERICAN PIONEER LIFE INSURANCE COMPANY						
				PO BOX 12746						
				PENSACOLA						FL
				325912746						
0218	042	26	SP SUSPENDED	021202	021700	S			113002	
	RCPT/APP 0007500001 CPNY 05399			OLD LINE LIFE INSURANCE COMPANY OF AMERI						
				PO BOX 401						
				MILWAUKEE						WI
				532010401						
0218	043	17	CN CANCELLED	051900	022500	S			113002	
	RCPT/APP 0091320001 CPNY 05885			PROVIDENT AMERICAN LIFE & HEALTH INSURAN						
				17800 ROYALTON RD						
				STRONGSVILLE						OH
				441365149						
0218	046	26	CN CANCELLED	011202	050800	S			113002	
	RCPT/APP 0776420001 CPNY 06145			INDIANAPOLIS LIFE INSURANCE COMPANY						
				2960 N MERIDIAN ST						
				INDIANAPOLIS						IN
				462084715						
0218	047	26	SP SUSPENDED	021202	071200	S			113002	
	RCPT/APP 1232290001 CPNY 05212			PENN TREATY NETWORK AMERICA INSURANCE CO						
				3440 LEHIGH ST						
				ALLENTOWN						PA
				181037001						
0218	048	26	CN CANCELLED	090101	071400	S			113002	
	RCPT/APP 1264390001 CPNY 06240			NATIONAL TRAVELERS LIFE COMPANY						
0218	053	26	SP SUSPENDED	021202	121200	S			113003	
	RCPT/APP 3172190002 CPNY 05586			FORTIS INSURANCE COMPANY						
				PO BOX 3183						
				MILWAUKEE						WI
				532013183						

AGENT APPOINTMENT DISPLAY

AGENT# A058095 CROOK,JERRY DEWAIN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES	
0218	054	26	SP SUSPENDED	021202	011001	S			113003	
	RCPT/APP 3137390002 CPNY 05237			GUARANTY INCOME LIFE INSURANCE COMPANY						
				PO BOX 2231						
				BATON ROUGE						LA
				708212231						
0218	055	26	SP SUSPENDED	021202	020101	S			113003	
	RCPT/APP 3548350001 CPNY 05207			FIRST PENN-PACIFIC LIFE INSURANCE COMPAN						
				10 N MARTINGALE RD						
				SCHAUMBURG						IL
				601732099						
0218	057	26	SP SUSPENDED	021202	031501	S			113003	
	RCPT/APP 4147220001 CPNY 05133			AMERICO FINANCIAL LIFE AND ANNUITY INSUR						
				PO BOX 139040						
				DALLAS						TX
				753139040						
0218	058	26	SP SUSPENDED	021202	041701	S			113003	
	RCPT/APP 4168590001 CPNY 05735			STANDARD LIFE INSURANCE COMPANY OF INDIA						
				10689 N PENNSYLVANIA ST						
				INDIANAPOLIS						IN
				462801087						
0218	059	26	SP SUSPENDED	021202	042701	S			113003	
	RCPT/APP 4303620004 CPNY 05853			COLORADO BANKERS LIFE INSURANCE COMPANY						
				5990 GREENWOOD PLAZA BLVD STE 325						
				GREENWOOD VILLAGE						CO
				801114736						
0218	061	26	SP SUSPENDED	021202	051401	S			113003	
	RCPT/APP 4525770001 CPNY 05615			UNITED AMERICAN INSURANCE COMPANY						
				PO BOX 8080						
				MCKINNEY						TX
				750708080						
0218	064	26	SP SUSPENDED	021202	112701	S			113003	
	RCPT/APP 6745950001 CPNY 05072			AMERICAN PIONEER LIFE INSURANCE COMPANY						
				PO BOX 12746						
				PENSACOLA						FL
				325912746						

AGENT APPOINTMENT DISPLAY

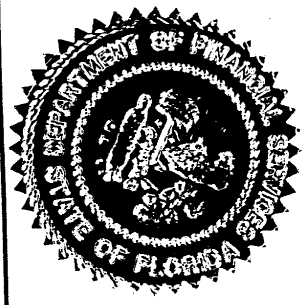
AGENT# A058095 CROOK,JERRY DEWAIN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0240	008	17	CN CANCELLED	071000	102997	S			113001
	RCPT/APP 8816390002 CPNY 87010			CIGNA HEALTHCARE OF FLORIDA, INC.					
				900 COTTAGE GROVE RD					
				HARTFORD					CT
				061520001					
0240	031	26	NR NOT RENEWED	113001	102799	S			113001
	RCPT/APP 8561420002 CPNY 87050			HUMANA MEDICAL PLAN, INC.					
				1100 EMPLOYERS BLVD					
				GREEN BAY					WI
				543440001					
0240	032	26	NR NOT RENEWED	113001	102799	S			113001
	RCPT/APP 8561420001 CPNY 05015			HUMANA HEALTH INSURANCE COMPANY OF FLORI					
				1100 EMPLOYERS BLVD					
				GREEN BAY					WI
				543440001					
0240	038	26	SP SUSPENDED	021202	121799	S			113002
	RCPT/APP 9036660001 CPNY 05638			FORTIS BENEFITS INSURANCE COMPANY					
				2323 GRAND BLVD					
				KANSAS CITY					MO
				641082670					

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that, Sandra K. Crook/License Number D066405/[redacted] is licensed as a life and variable annuity, life, life and health and health agent in the State of Florida. Records are maintained in the official records of the Department of Insurance, 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.

Tom Gallagher

Chief Financial Officer

EXHIBIT
N

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
The Capitol, Tallahassee, Florida 32399-0300

TOM GALLAGHER
CHIEF FINANCIAL OFFICER

DATE 05/20/2003

AGENT PERSONAL DATA INQUIRY

NAME CROOK,SANDRA K

AGENT# D066405 RACE SEX
[redacted] POB AKRON OH

HOME STREET	2906 PEMBRIDGE ST		
HOME OPT. STREET			
HOME CITY STATE	KISSIMMEE	FL	ZIP 347471627
BUS. STREET	CARDINAL FINANCIAL SERVICES INC		
BUS. OPT. STREET	2906 PEMBRIDGE ST		
BUS. CITY STATE	KISSIMMEE	FL	ZIP 347471627
BUS. CNTY.	26		
MAIL STREET	2906 PEMBRIDGE ST		
MAIL OPT. STREET			
MAIL CITY STATE	KISSIMMEE	FL	ZIP 347471627

AGENT LICENSE DISPLAY

AGENT# D066405 CROOK,SANDRA K [redacted]

TYCL	LIC	STATUS	CURRENT STATUS DATE	ORIGINAL ISSUE LIC DTE (LOI)	QT	YR	RCPT/APP	#ACT	TEMP	LAST LOST ACTIVE APPOINT DATE	RE
0214	Q	LICENSED	021901	021901	D	01	3449970001	000	00	021901	A
0216	Q	LICENSED	021901	021901	I	01	3449970001	009	00		D
0218	Q	LICENSED	021901	021901	I	01	3449970001	021	00		D
0240	Q	LICENSED	021901	021901	D	01	3449970001	003	00		A

AGENT APPOINTMENT DISPLAY

AGENT# D066405 CROOK,SANDRA K [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0216	001	26	OI ORIGINAL ISSUE	051401	051401	S			033104
	RCPT/APP 4693850006 CPNY 05161			AMERICAN EQUITY INVESTMENT LIFE INSURANC					
				5000 WESTOWN PKWY STE 440					
				WEST DES MOINES					IA
				502665921					
0216	002	26	OI ORIGINAL ISSUE	060701	060701	S			033104
	RCPT/APP 4828700001 CPNY 05119			AMERUS LIFE INSURANCE COMPANY					
				611 5TH AVE # 15555					
				DES MOINES					IA
				503091633					
0216	003	26	OI ORIGINAL ISSUE	071001	071001	S			033104
	RCPT/APP 5051420001 CPNY 05588			TRANSAMERICA LIFE INSURANCE & ANNUITY CO					
				PO BOX 419521					
				KANSAS CITY					MO
				641416521					
0216	004	26	OI ORIGINAL ISSUE	071001	071001	S			033104
	RCPT/APP 5051430001 CPNY 05070			AMERICAN NATIONAL INSURANCE COMPANY					
				PO BOX 1762					
				GALVESTON					TX
				775531762					
0216	008	26	OI ORIGINAL ISSUE	100501	100501	S			033104
	RCPT/APP 6035660001 CPNY 05216			FIDELITY AND GUARANTY LIFE INSURANCE COM					
				1001 FLEET ST					
				BALTIMORE					MD
				212024346					
0216	011	26	OI ORIGINAL ISSUE	101501	101501	S			033104
	RCPT/APP 6176760001 CPNY 05473			PRESIDENTIAL LIFE INSURANCE COMPANY					
				69 LYDECKER ST					
				NYACK					NY
				109602103					
0216	024	26	OI ORIGINAL ISSUE	042402	042402	S			033105
	RCPT/APP 8387330001 CPNY 05924			LIBERTY BANKERS LIFE INSURANCE COMPANY					
				PO BOX 9214					
				DES MOINES					IA
				503069214					

AGENT APPOINTMENT DISPLAY

AGENT# D066405 CROOK,SANDRA K [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T #MO	EXPIRES
0216	025	26	OI ORIGINAL ISSUE	050102	050102	S		033105
	RCPT/APP 8455450002 CPNY 06145			INDIANAPOLIS LIFE INSURANCE COMPANY				
				2960 N MERIDIAN ST				
				INDIANAPOLIS				IN
				462084715				
0216	028	26	OI ORIGINAL ISSUE	080902	080902	S		033105
	RCPT/APP 9534150001 CPNY 05861			INVESTORS INSURANCE CORPORATION				
				PO BOX 56050				
				JACKSONVILLE				FL
				322416050				
0218	005	26	OI ORIGINAL ISSUE	080701	080701	S		033104
	RCPT/APP 5400060013 CPNY 05380			ALLIANZ LIFE INSURANCE COMPANY OF NORTH				
				PO BOX 59060				
				MINNEAPOLIS				MN
				554590060				
0218	006	26	OI ORIGINAL ISSUE	081401	081401	S		033104
	RCPT/APP 5570230001 CPNY 05153			CONTINENTAL GENERAL INSURANCE COMPANY				
				PO BOX 247007				
				OMAHA				NE
				681247007				
0218	007	26	CN CANCELLED	013003	083101	S		033104
	RCPT/APP 5846310001 CPNY 05055			AMERICAN INVESTORS LIFE INS. CO., INC.				
				PO BOX 2039				
				TOPEKA				KS
				666012039				
0218	009	26	CN CANCELLED	040202	100301	S		033104
	RCPT/APP 6073940001 CPNY 05930			UNITED WISCONSIN LIFE INSURANCE COMPANY				
				PO BOX 19032				
				GREEN BAY				WI
				543079032				
0218	010	26	OI ORIGINAL ISSUE	090101	090101	S		033104
	RCPT/APP 6077830001 CPNY 05207			FIRST PENN-PACIFIC LIFE INSURANCE COMPAN				
				10 N MARTINGALE RD				
				SCHAUMBURG				IL
				601732099				

AGENT APPOINTMENT DISPLAY

AGENT# D066405 CROOK,SANDRA K

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0218	012	26	OI ORIGINAL ISSUE	100901	100901	S			033104
	RCPT/APP 6207020001 CPNY 05245			GOLDEN RULE INSURANCE COMPANY 712 11TH ST LAWRENCEVILLE IL 624392316					
0218	013	26	CN CANCELLED	071702	100301	S			033104
	RCPT/APP 6405740005 CPNY 05538			STATES GENERAL LIFE INSURANCE COMPANY 115 W 7TH STREET, SUITE 1205 FORT WORTH TX 761027012					
0218	015	26	OI ORIGINAL ISSUE	011802	011802	S			033104
	RCPT/APP 7211220001 CPNY 05389			NATIONAL GUARDIAN LIFE INSURANCE COMPANY PO BOX 1191 MADISON WI 537011191					
0218	016	26	OI ORIGINAL ISSUE	011002	011002	S			033104
	RCPT/APP 7259110001 CPNY 06229			MTL INSURANCE COMPANY 1200 JORIE BLVD OAK BROOK IL 605232218					
0218	017	26	OI ORIGINAL ISSUE	022502	022502	S			033104
	RCPT/APP 7678590001 CPNY 05237			GUARANTY INCOME LIFE INSURANCE COMPANY PO BOX 2231 BATON ROUGE LA 708212231					
0218	018	26	OI ORIGINAL ISSUE	022202	022202	S			033104
	RCPT/APP 7723230001 CPNY 05072			AMERICAN PIONEER LIFE INSURANCE COMPANY PO BOX 12746 PENSACOLA FL 325912746					
0218	019	26	OI ORIGINAL ISSUE	030402	030402	S			033104
	RCPT/APP 7810480004 CPNY 05941			PACIFIC LIFE & ANNUITY COMPANY 2300 MAIN ST IRVINE CA 926146223					

AGENT APPOINTMENT DISPLAY

AGENT# D066405 CROOK,SANDRA K [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0218	020	26	OI ORIGINAL ISSUE	030102	030102	S			033104
	RCPT/APP 7831500001 CPNY 05735			STANDARD LIFE INSURANCE COMPANY OF INDIA					
				10689 N PENNSYLVANIA ST					
				INDIANAPOLIS					IN
				462801087					
0218	022	26	OI ORIGINAL ISSUE	041002	041002	S			033105
	RCPT/APP 8180330001 CPNY 05603			TRANSAMERICA ASSURANCE COMPANY					
				PO BOX 8063					
				LITTLE ROCK					AR
				722038063					
0218	023	26	OI ORIGINAL ISSUE	041002	041002	S			033105
	RCPT/APP 8180320001 CPNY 05589			TRANSAMERICA OCCIDENTAL LIFE INSURANCE C					
				PO BOX 419521					
				KANSAS CITY					MO
				641416521					
0218	026	26	OI ORIGINAL ISSUE	052002	052002	S			033105
	RCPT/APP 8641640001 CPNY 05399			OLD LINE LIFE INSURANCE COMPANY OF AMERI					
				PO BOX 401					
				MILWAUKEE					WI
				532010401					
0218	029	26	OI ORIGINAL ISSUE	080702	080702	S			033105
	RCPT/APP 9616410001 CPNY 05069			AMERICAN NATIONAL LIFE INS. CO. OF TEXAS					
				PO BOX 1996					
				GALVESTON					TX
				775531996					
0218	030	26	OI ORIGINAL ISSUE	082602	082602	S			033105
	RCPT/APP 9914890001 CPNY 05052			AMERICAN GENERAL LIFE INSURANCE COMPANY					
				750 W VIRGINIA ST					
				MILWAUKEE					WI
				532041539					
0218	031	26	OI ORIGINAL ISSUE	090102	090102	S			033105
	RCPT/APP 0027770001 CPNY 05040			AMERICAN FIDELITY ASSURANCE COMPANY					
				PO BOX 25523					
				OKLAHOMA CITY					OK
				731250523					

AGENT APPOINTMENT DISPLAY

AGENT# D066405 CROOK,SANDRA K [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0218	032	26	OI ORIGINAL ISSUE	092902	092902	S			033105
	RCPT/APP 0427960001 CPNY 05586			FORTIS INSURANCE COMPANY PO BOX 3183 MILWAUKEE WI 532013183					
0218	033	26	OI ORIGINAL ISSUE	100402	100402	S			033105
	RCPT/APP 0420670001 CPNY 05173			CONSTITUTION LIFE INSURANCE COMPANY PO BOX 12746 PENSACOLA FL 325912746					
0218	034	26	OI ORIGINAL ISSUE	012103	012103	S			033105
	RCPT/APP 1264180004 CPNY 05930			UNITED WISCONSIN LIFE INSURANCE COMPANY PO BOX 19032 GREEN BAY WI 543079032					
0218	035	26	OI ORIGINAL ISSUE	012303	012303	S			033105
	RCPT/APP 1433840001 CPNY 05475			PROFESSIONAL INSURANCE COMPANY 100 BRIGHT MEADOW BLVD ENFIELD CT 060821981					
0218	037	26	OI ORIGINAL ISSUE	041403	041403	S			033106
	RCPT/APP 2119720001 CPNY 05249			FIDELITY SECURITY LIFE INSURANCE COMPANY PO BOX 418131 KANSAS CITY MO 641419131					
0240	014	26	OI ORIGINAL ISSUE	010202	010202	S			033104
	RCPT/APP 7100750001 CPNY 06225			MUTUAL OF OMAHA INSURANCE COMPANY MUTUAL OF OMAHA PLAZA OMAHA NE 68175					
0240	021	26	CL INVALID STATUS	062502		S			
	RCPT/APP 8130090001 CPNY 06227			MUTUAL SERVICE LIFE INSURANCE COMPANY PO BOX 64035 SAINT PAUL MN 551640035					

AGENT APPOINTMENT DISPLAY

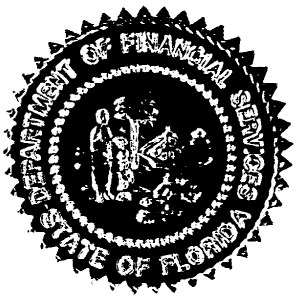
AGENT# D066405 CROOK,SANDRA K [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0240	027	26	OI ORIGINAL ISSUE	060602	060602	S			033105
	RCPT/APP 8875220001 CPNY 06227			MUTUAL SERVICE LIFE INSURANCE COMPANY					
				PO BOX 64035					
				SAINT PAUL					MN
				551640035					
0240	036	26	OI ORIGINAL ISSUE	030503	030503	S			033105
	RCPT/APP 1761930002 CPNY 09180			EMPIRE FIRE AND MARINE INSURANCE COMPANY					
				13810 FNB PKWY					
				OMAHA					NE
				681545202					

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that the attached affidavit of Michael Behnke is a true and correct copy of the official records maintained in the regular course of business at the Department of Financial Services.



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

Tom Gallagher

Chief Financial Officer

EXHIBIT
tabbies
0

STATE OF FLORIDA AFFIDAVIT)UNTY OF POLK

NAME Mike Behnke I AM A Male DOB 10/20/51 DL#
RESIDENCE ADDRESS 144 N. Rifle Range Road, Winter Haven, FL (33880)
BUSINESS ADDRESS: 144 N. Rifle Range Road, Winter Haven, FL (33880)
EMPLOYER'S NAME: Highwood Nursery OCCUPATION Manager
RESIDENCE PHONE ( ) BUSINESS PHONE (863) 324-3151

RE: Agent Crook

On or about July 19, 2002, Highwood Nursery received a fax advertisement for group health coverage. The fax indicated savings benefits on health coverage for groups of one or more persons. The fax did not indicate the name of the insurance provider or the agent. Our health care company, Pacific Life & Annuity, had notified us the rates would be increasing. Tim Walker, sales manager, contacted the telephone number on the fax for information and a quote. During the call Agent Jerry Crook identified himself and provide the name of the plan as Unichoice. Agent Crook requested we fax a copy of our present policy and he would provide a comparison quote. On or about July 23, 2002, Agent Crook faxed a census form, which we cannot locate, for us to complete and return to him by fax. The cover sheet indicated the company was Unichoice and the providers they used were Beech Street and Southcare. Two deductibles were offered at $300 and $500. On July 25, 2002, we received a fax from Agent Crook for a quote based on an effective date of September 1, 2002. The quote provides

DATE 01/08/03

RECEIVED
1 3 2003
BUREAU OF AGENT &
AGENCY INVESTIGATIONS

INITIALS M.B.

Ed: 5-16-01

coverage for six employees. The quote stated the premium but not the specific coverages. We contacted Agent Crook and arranged for him to come to our office and make a presentation. In late August, 2002 Agent Crook and his wife, I don't recall her name, came and made the presentation. During his presentation, Agent Crook stated he had signed up other businesses in the area and was working on one that had 700 employees. Agent Crook referred to the policy as benefits and not insurance. He told us the plan was affiliated with the AFLCIO and we would need to join a union in order to participate. Also, Agent Crook stated the plan was reinsured by Lloyds of London. It was on the first or second visit Agent Crook told us the plan was not regulated by the Florida Department of Insurance because it was a benefit plan and not insurance. On November 26, 2002, Agent Crook returned to our office and we completed applications for the six employees. Agent Crook had quoted us a monthly premium of $2,087 for the entire group. Our initial payment was $2,137, which included a one time $50 application fee. On November 26, 2002 I gave Agent Crook check #7607, payable to PHA (Progressive Health Alliance), drawn on Citrus and Chemical Bank. Agent Crook took the signed application with him, we did not receive copies. Agent Crook did give us hand written identification cards and a brochure. After he left our office I faxed a copy of the brochure, quote and identification card to Stephen Durham, our Pacific Life Agent to review.

DATE 01/08/03 INITIALS M.B.

Agent Durham contacted the Florida Department of Insurance and was told Agent Crook was not licensed in Florida. I contacted the Department of Insurance Help Line and was told they did not regulate this company. On December 6, 2002, I contacted Pam White of the Bureau of Consumer Assistance, Department of Insurance and discussed the plan and Agent Crook with her. After I spoke with Ms. White I discussed the situation with the other members of our staff and decided to cancel the coverage. I called Agent Crook and requested the policy be cancelled. Agent Crook requested a memo stating the request to cancel the policy. I faxed the cancellation request to him on December 9, 2002. On December 6, 2002, Agent Crook told me he did not know how long it would take to receive the refund. I contacted Citrus and Chemical Bank to stop payment on the check but it cleared the day before. After I contacted Agent Crook to cancel the policy I called Gessler Medical Clinic, in Winter Haven, they were aware of the network (First Health Network) and they had sent claims to them. However, the Gessler staff member would not tell me if they had payment problems with the plan. I contacted the Health Network for information on the plan but they referred me to the Florida Department of Insurance and stated if this plan is a true Taft Hartley or ERISA to contact the Federal Department of Labor. I checked with the Orlando Chamber of Commerce and Better Business Bureau and they had no information on Cardinal Financial Services, Inc., the

business name on Agent Crook's business card. The business card did not have a street address or post office box. Approximately to weeks ago on or about December 27, 2002 we received a refund of the money paid for the plan. It was for the full amount.

DATE 01/08/03

INITIALS M.B.

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 5 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 8th DAY OF January 2003, BY Michael A. Behnke (AFFIANT) WHO PRODUCED FL Department of Agriculture PV16660 FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

Mike Behnke
(AFFIANT'S SIGNATURE)

Subscribed and sworn to before me
this 8th day of January, 2003.

Carol S. Sanborn
Notary Public, State of Florida at Large
My Commission expires: May 8, 2006

Certificate #: DD115784

STATE OF FLORIDA AFFIDAVIT COUNTY OF Polk

NAME Mike Schenke I AM A male DOB 10/20/51 DL#
RESIDENCE ADDRESS 1442 Rifle Range Rd, Winter Haven, FL (33880)
BUSINESS ADDRESS: 1442 Rifle Range Rd, Winter Haven, FL (33880)
EMPLOYER'S NAME: Highwoods Nursery OCCUPATION Manager
RESIDENCE PHONE ( ) BUSINESS PHONE (863) 324-3151

PAGE 1 OF 6

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DATE 01/8/03 INITIALS MB

Ed: 5-15-02

initially the company was unknown and they provided they used Blue Cross and Southern. Two deductibles were offered at $300 + $500. On July 25, 2002, we received a fax from Agent Crook for a quote based on an effective date of September 1, 2002. The quote provide coverage for six employees. The quote stated the premium but not the specific coverages. We contacted agent Crook and arranged for him to come to our office and make a presentation. Late August, 2002 Agent Crook and his wife, I don't recall her name, came and made the presentation. During his presentation, Agent Crook stated he had signed up other businesses in the area and was working on one that had 700 employees. Agent Crook referred to the policy as benefit and not insurance. He told us the plan was affiliated with the AFL CIO and we would need to join a union in order to participate. Also, Agent Crook stated the plan was reinsured by Lloyds of London. It was on the first or second visit Agent Crook told us the plan was not regulated by the Florida Department of Insurance because it was

DATE 01/08/03 INITIALS MB

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DATE 01/08/03 INITIALS MB

Ed: 5-16-01

assistance, Department of Insurance and discussed the plan and agent Crook with her. After I spoke with me which I discussed the situation with the other members of our staff and decided to cancel the coverage I called agent Crook and requested the policy be cancelled. Agent Crook requested a memo stating the request to cancel the policy. I faxed the cancellation request to him on December 9, 2002. On December 6, 2002, Agent Crook told me he did not know how long it would take to receive the refund. I contacted Citrus and Chemical Bank to stop payment on the check but it cleared the day before. After I contacted Agent Crook to cancel the policy I called Hessler Medical Clinic, in Winter Haven, they were aware of the network (First Health Network) and they had sent claims to them. However, the Hessler staff members would not tell me if they had payment problems with the plan. I contacted the Health Network for information on the plan but they refused me to the Florida Department of Insurance and stated if this plan is a true Taft Hartley or ERISA to contact the Federal Department of Labor. I checked with the Orlando Chamber of Commerce

DATE 01/08/03 INITIALS MB

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DATE 01/08/03 INITIALS MB

Ed: 5-16-01

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 6 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 8th DAY OF January 20 03, BY Michael A. Behnke (AFFIANT) WHO PRODUCED ~~FL Drivers~~ License # Florida Department of Agriculture PV 16660 FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

(AFFIANT'S SIGNATURE)

Subscribed and sworn to before me this 8th day of January 20 03

Carol S. Sanborn

Notary Public, State of Florida at Large

My Commission expires:

Certificate #:

Carol S. Sanborn
MY COMMISSION # DD115784 EXPIRES
May 8, 2006
BONDED THRU TROY FAIN INSURANCE, INC

Ed: 5-16-01

HA

Deposited 12/18/02

71200

2078

PROGRESSIVE HEALTH ALLIANCE
1819 CLARKSON RD. SUITE 301 888-783-9222
CHESTERFIELD, MO 63017

90-7040/3222 806

DATE 12/09/02

PAY TO THE ORDER OF Highwoods Nursery, Inc. $ 2137.00

Two thousand one hundred thirty-seven and 00/100 DOLLARS

Guaranty BANK CANYON CREST BANKING CENTER 24-hour Customer Service 1.800.288.8812

FOR Dec. Prem. Reimbursement Check [redacted]

Posted to 71200 on Nov 18.02

RECIEVED
JAN 21 2003
Bureau of Agent & Agency Investigations

Progressive Health Alliance
1735 Spruce Street, Suite D
Riverside, CA 92507
(909) 682-8627 Fax: (909) 682-8610
800-769-9294

December 9, 2002

Mike Behnke
Highwoods Nursery, Inc.
144 North Rifle Range Road
Winter Haven, FL 33880

RE: Cancellation of Health Plan with the International Union for the Natural Health Effective 12/01/02

Dear Mike Behnke:

We are in receipt of your fax canceling your health coverage with the International Union for the Natural Health as you are staying with your current carrier.

Enclosed please find a refund check in the amount of $2137.00 for your health premiums that was paid to Progressive Health Alliance, start your health coverage December 1, 2002.

Thank you for your consideration in health coverage for your company and if you feel that we may be able to help you sometime down the line, please contact Jerry Crook, as we are always looking to improve the health products offered to companies such as yourself.

Sincerely,

Jean Thornton

Jean Thornton
Enclosure

cc: Jerry Crook

PROGRESSIVE HEALTH ALLIANCE

1819 Clarkson Rd., #301, Chesterfield, Missouri 63107

MEMBER BENEFITS

HOTEL PROGRAM
50% Discount off room rates at participating hotels

TRAVEL ALERT
Discounts from 29% to 70% off regular rates and packages from your local travel agent

CONDO INTERNATIONAL
75,000 condominiums at up to 50% off regular rates

THEME PARK DISCOUNTS
$5.00 off admission price, per person, and 10% off selected park merchandise

ODYSSEY COMPUTERS
Custom built computers at up to 25% discount

DISCOUNT DINING
Up to 50% discount while dining out at over 1,400 restaurants

AUTOVANTAGE
Purchase a new car at fleet pricing.
Great discounts at GoodYear and Firestone Retailers, Jiffy Lube, Precision Tune, Maaco
Meineke Discount Mufflers and Safelite Autoglass.

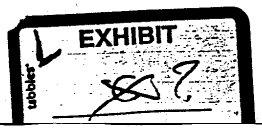
CAR RENTAL DISCOUNTS
Special discounts for Alamo, Avis, Hertz, and National

HEARING SERVICE
Save up to 60% on hearing aids

EMERGENCY ROADSIDE ASSISTANCE
Pay commercial rates generally applicable only to large companies

AIR AMBULANCE SERVICE
Following a medical emergency, a medically equipped and staffed air ambulance can rush you or a family member to an appropriate medical center. This service is provided by Network Air Medical International.

HEALTH PLAN
National PPO at group rates.
Vision Plan
Lasik Surgery Discounts
PHA Dental Plan
UHS Chiropractic Plan



International Union for the Natural Health, Complementary & Alternative Medicine Professions

THE NATURAL HEALTH UNION

UNIChoice

A Union Health and Welfare Benefit Plan

Presented by

PROGRESSIVE HEALTH ALLIANCE

Summary of UNIChoice Benefits*

Major Medical Maximum	$1,000,000.00	
	IN NETWORK	**OUT OF NETWORK**
Deductibles	Calendar Year	Calendar Year
Yearly Plan Deductibles	$300, $500 $1,000**	2 x IN NETWORK Amount
Participation Level	80/20 to $10,000	60/40 to $20,000

The following services are NOT subject to a Deductible or Participation Levels

Physician Visit	**$15.00 Co-Pay**	$45.00 Co-Pay
Routine Physical (after 3 mo. continuous coverage)	**$15.00 Co-Pay** **$300 Maximum per year**	Not Covered
Well Baby Care (Visits & Immunizations up to 2 yrs. old)	**$15.00 Co-Pay** **$300 Maximum per year**	Not Covered
Mammograms	**$25.00 Co-Pay**	Not Covered
Second Surgical Opinion	**$15.00 Co-Pay**	Not Covered
Prescriptions	**$10.00 Generic** **Mail Order (90 day supply)** (applies to generic brand only)	Not Covered Not Covered

EACH CALENDER YEAR, AFTER A COVERED PERSON HAS MET THE DEDUCTIBLE AND ALLOWABLE EXPENSES EQUAL TO THE PARTICIPATION LEVEL, WE WILL PAY 100% OF THE FOLLOWING BENEFITS WHICH ARE MEDICALLY NECESSARY.

Hospital Room and Board	Up to the average semi-private room rate charged by the hospital
Intensive Care, Coronary Care or Neonatal Intensive Care	Limited to 2x's the hospital's most common daily charge for semi-private room rate
Miscellaneous Expenses	Medically necessary services and supplies
Operating Surgeons	Includes routine care after surgery

* This is a brief summary of benefits to show examples of covered benefits. For more detailed information, please see the Plan Document.
** No Benefits are payable until the Deductible has been met.

Summary of UNIChoice Benefits*

Anesthesia and Administration	This benefit is reduced by 50% if services are rendered by the surgeon, assistant surgeon or nurse anesthetist
Surgery	Hospital Inpatient Hospital Outpatient Free standing ambulatory surgical center Physician's office or Clinic
Ambulance	One trip to the hospital for a covered person for each illness/injury
Complications of Pregnancy	Covered as any covered illness (see policy for limitations)
Emergency Room	Placing the patient's health in serious jeopardy Serious impairment to bodily functions Serious dysfunction of any bodily organ or part
Emergency Room Visit for Non-Emergencies	We will pay 50% of costs up to maximum of $50.00
Major Ancillary Tests (Inpatient or Outpatient)	Pre-Authorization is required unless for emergency treatment
Life Insurance	$10,000 for applicant only
Prescriptions	Name Brand - 80/20 after health plan deductible $2000 maximum per person per year

	IN NETWORK	OUT OF NETWORK
Physical Therapy	**$500 yearly**	Not Covered
Durable Medical Equipment	**$25,000 lifetime**	Not Covered
Mental Illness	**$5,000 lifetime**	$5,000 lifetime
Substance Abuse	**$5,000 lifetime**	$5,000 lifetime
Extended Care Facilities	**$5,000 lifetime**	$5,000 lifetime
AIDS or ARC	**$25,000 lifetime**	$25,000 lifetime
Congenital Illness, Defects Premature Birth of Newborn	**$50,000 lifetime**	$50,000 lifetime
Prosthetics	**$5,000 lifetime**	$5,000 lifetime
Outpatient Mental Illness Maximum of 50 visits per year	**$40.00 co-pay**	$40.00 co-pay

* This is a brief summary of benefits to show examples of covered benefits. For more detailed information, please see the Plan Document.

About The Plan

This is a Taft-Hartley Union Health and Welfare Fund. All Participants must be Members of the Union and maintain their membership for continuous participation.

The Natural Health Union employs a Self-Funded approach in providing the benefits of the Health and Welfare Plan. Each year, the Board of Trustees determines the level at which the Plan will purchase Stop-Loss Coverage. The Self-Funded approach is the most efficient way to spend your health and welfare benefit dollars.

The UNIChoice Health and Welfare Benefit Plan is offered exclusively through the Progressive Health Alliance, a non-profit corporation, founded to enhance the quality of life of it's membership with programs of interest to health conscious Americans.

The unique non-profit structure, plan design (for the small business market), creative underwriting guidelines with competitive rates, enables us to provide to the small business owner, a quality Health Benefit Plan.

Plan Exclusions

No coverage is provided under the group policy for loss caused by, contributed to or resulting from:

1. Injury or sickness if the loss is covered under these similar laws: Worker's Compensation Law, Employer's Liability Law, Occupational Disease Law
2. Injury or sickness which results from war or an act of war, whether war is declared or not.
3. Care or supplies received in a Hospital or other facility run by any government agency, except if a charge is made which a Covered Person has to pay by law, and if the charge would have been made even in the absence of Health Coverage
4. Diagnosis and/or treatment of gallbladder, reproductive organs, tonsils and hernia if treatment is rendered within six months of the date coverage begins under the Group policy for a Covered Person.
5. Procedures or treatments which are Experimental or Investigational Medicine
6. Organ Transplants, except as otherwise provided in the Group Policy
7. Normal pregnancy and childbirth, unless the coverage is provided by the optional maternity rider and it is attached to this Certificate.
8. Plastic, cosmetic, or reconstructive surgery, including breast reduction, except if required:
   a. to correct damage due to an injury for which benefits are payable under Group Policy
   b. to repair, while Grp Policy is in force, a birth defect of a child born to You and continuously covered under the Grp Policy from its birth.
   c. for reconstructive surgery following a covered mastectomy.
9. Dental treatment, unless due to Injury to natural teeth occurring while the Covered Person is insured under the Group Policy.
10. Any attempt at suicide, or any intentionally self-inflicted injury
11. The commission of or attempt to commit a felony or being engaged in an illegal occupation.
12. A covered person's use of intoxicants or drugs as set forth in the General Provisions of the Certificate.
13. Radial Keratotomy, eye refraction or the purchase of fitting of vision or hearing aids.
14. Elective sterilizations; In-vitro fertilization; or any other diagnosis or treatment for the control, promotion or enhancement of fertility, including reversal of prior sterilizations.
15. Exogenous obesity (i.e. obesity due to excessive food intake).
16. Mandibular or maxillofacial surgery to correct growth defects, jaw disproportions or malocclusions, increase vertical dimension or reconstruct occlusion after one year from a child date of birth or a child's date of adoption, except when the loss is the result of repair of a congenital anomaly or birth defect of a child born to You and continuously covered under the Group Policy from its birth.
    This Exception does not apply to the treatment of TMJ and craniomandibular disorder.
17. Treatment provided outside the United States of America, its possessions and territories, unless such treatment is Emergency treatment.
18. Treatment for development delay learning disabilities or adjustment reaction; educational testing or training.
19. Diagnosis or treatment (including surgery) of sexual dysfunction disorder or inadequacy; transsexual surgery.
20. Sclerotherapy for veins of the extremities.
21. Corrective shoes, routine foot care including the cutting or removal of corns or calluses; trimming of nails; routine hygienic care and any service rendered in the absence of localized Sickness or Injury involving the feet.

IUNH UNIChoice

Progressive Health Alliance Application

DECLINATION OF COVERAGE

Unless one of the following three circumstances set forth below applies to you, failure to enroll during the initial enrollment period will permit the plan to treat you as a Late Enrollee and to impose a twelve -month waiting period at the time you decide to enroll.

SS# _____ Name _____

I certify that the reason I am declining enrollment is: (check, as applicable)

☐ I am covered under another group health benefit plan offered to my spouse.

☐ I am covered under another group health benefit plan offered to my EMPLOYER.

☐ I am covered under an individual health plan.

☐ I am declining for my spouse, name:

_____ because

_____.

☐ I am declining for my child/children, name(s): _____, _____, _____

because _____.

☐ I am declining because _____.

BANK1
Account: [redacted]
Check: 007607
Amount: 2137.00
Date cleared: 12/5/2002
Run-batch-seq: 1-16-1270

7607

HIGHWOODS NURSERY, INC. 07-90
PH. 863-324-3151
144 N. RIFLE RANGE RD.
WINTER HAVEN, FL 33880

DATE 11-25-02

PAY TO THE ORDER OF PHA $2137.00

Two thousand one hundred thirty seven & 00/100 DOLLARS

CITRUS & CHEMICAL BANK
600 N. BROADWAY
BARTOW, FLORIDA 33830

FOR Group [redacted] Benefits

⑈0000213700⑈

PAY TO THE ORDER OF
QUALITY BANK
P.O. BOX 1000
FT. DODGE, IOWA
PROGRESSIVE HEALTH ALLIANCE
TRUST ACCOUNT

12/05/02 U3
445024188

DE '02 03
PROCESSED

012312019

HIGHWOODS NURSERY, INC.

144 NORTH RIFLE RANGE ROAD • WINTER HAVEN, FLORIDA 33880
(863) 324-3151 • (800) 940-3152 • FAX: (863) 324-4626
walkerhw@tampabay.rr.com

12/09/02

To: Jerry Crook

We have decided to continue our current policy with Pacific Life.

Please cancel our applications and refund the premium.

I apologise for any inconvience. I just don't feel it is time to change.

Thanks,

Mike Behnke

JERRY D. CROC
Field Representative

Progressive Health Alliance
IUNHCAMP
The Natural Health Union

CARDINAL FINANCIAL SERVICES, INC.

Phone: 407-787-0048
Fax: 407-787-3466
Toll Free: 1-888-788-2388
Cell: 407-414-3600

DATABASE ID 1664 & 1687

Temporary Identification Card
The Natural Health Union-UNIChoice
Name: Joy C. Behnke
ID #: [redacted]

Network: The First Health Network
Effective Date: 12-1-2002
Eligibility: 1-800-785-4544
Customer Service: 1-800-769-9294
Pre-Authorization: 1-800-854-5804

Temporary Identification Card
The Natural Health Union-UNIChoice
Name: Michael A. Behnke
ID #: [redacted]

Network: The First Health Network
Effective Date: 12-1-2002
Eligibility: 1-800-785-4544
Customer Service: 1-800-769-9294
Pre-Authorization: 1-800-854-5804

in Finthealth, Corp
Natural Health Union

FAX COVER SHEET

Affordable Health Plans
1-888-788-2388 • 407-787-0048
Fax: 407-787-3466

7-16-02 @ 1225 PM

Send to: JANIS CHANNEY	From: Jerry
	Date: 7-16-02
~~Fax~~ Number: 863-324-3151 ~~Voice: 863-285-6623~~	Phone Number: 407-787-0048

void

863-324-4626

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please review
- ☐ For your information

Total pages, including cover: 2

Comments:

Thank you for requesting a quote.

Enclosed is a Census form for you to complete and fax back.
Please note on the census if anyone in the group has any major health issues.
There are two (2) deductibles to chose from: 300 & 500 .

The provider that Unichoice uses is Beechstreet and Southcare.

Once I have the census, I will prepare quotes of each deductible for you to compare.

I look forward to working with you.

Jerry

1664 ~
1687

From: Date: 7/19/2002 Time: 12:08:22 AM

We can save you **HUNDREDS of DOLLAR$** per year.
We have been able to SAVE some clients 20 % – 40 % over their current plan.

AFFORDABLE HEALTH PLANS

FOR GROUPS OF 1 or MORE

Plans include:

80/20 Plans
$15.00 Doctor Co-pay
$10.00 Prescription Co-Pay (generic)

CHOICE OF DEDUCTIBLES
Emergency Accident Coverage
Maternity
Chiropractic services
Air Ambulance
Vision and Dental

SAVE on your HEALTH Coverage TODAY!

888-788-2388

No cost or obligation!

GROUP BENEFIT PLAN QUOTE

FOR: Highwoods Nursery
Attn: Janice Chaney
144 N Rifle Range Rd
Winter Haven, FL 33880
voice: 863- 324-3151
FAX: 863-324-4626

PHA Unichoice QUOTE

11/25/2002
Revised

Effective date proposed: 12-2002

			$500 Ded
1	Michael Bennke	Fam 1	$ 573.00
2	Ricky Brown	M	$ 234.00
3	Tim Walker	Fam 2	$ 578.00
4	Tom Denavich	M	$ 234.00
5	Janice Chaney	M	$ 234.00
6	Gene Chandler	M	$ 234.00
	Monthly Group total:		$ 2,087.00
	1x application fee		$ 50.00
	Total Due w/ Applications		$ 2,137.00

Ck # 7604
11-25-02

The above quotes are based on the group not having any current adverse health problems.
Quotes listed above include Dental, Vision and Chiropractic for the primary participant.
The prices above includes the Accident Rider for each participant & dependents
Maternity benefits are included.
The primary participant will also receive a $10,000 Life Policy.
There is a one time application fee of $50.00

Prepared by: Jerry Crook
407-787-0048
888-788-2388

GROUP HEALTH PLAN QUOTE

Highwoods Nursery
Janice Chaney
[illegible] Rifle Range Rd
[illegible] Haven, FL 33880
863- 324-3151
~~FAX: 863-[illegible]~~

PHA Unichoice QUOTE

7/25/2002

FAXED 7-26-02 @ 2:06 PM

[illegible] Behnke	M	
Ricky Brown	M	
[illegible] Walker	M + Children	
[illegible] Lukosky	M	
Janice Chaney	M	
Gene Chandler	M	

Based on a 9-1-02 effective Date

		Rate	300 Ded	Rate	500 Ded	
Member	54	286	$1,430.00	227	$1,135.00	908
M + Sp	.01	541	$0.00	429	$0.00	429
M + Children	1	446	$446.00	348	$348.00	348
						1685
Total for Group			*$1,876.00*		*$1,483.00*	

The above quotes are based on the group not having any current adverse health problems.
Quotes listed above include Dental, Vision and Chiropractic for the primary participant.
Maternity benefits are included.
The primary participant will also receive a $10,000 Life Policy.
There is a one time application fee of $50.00.

There is available and accident rider for an small additional fee.

Prepared by:

Jerry Crook.
407-787-0048
888-788-2388.

Suspended par

227

Mike Behnke
$2000 check w/ App
863-324-3151
plant nursery

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that, William Dougal Leetch/License Number A152473/[redacted], is licensed as a nonresident life and variable annuity, nonresident life, health and variable annuity and nonresident health agent in the State of Florida. Records are maintained in the official records of the Department of Insurance, 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.

Tom Gallagher

Chief Financial Officer

EXHIBIT
P

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
The Capitol, Tallahassee, Florida 32399-0300

TOM GALLAGHER
CHIEF FINANCIAL OFFICER

DATE 05/20/2003

AGENT PERSONAL DATA INQUIRY

NAME LEETCH,WILLIAM DOUGAL

AGENT# A152473 RACE W SEX M
[redacted] POB NORFOLK VA

HOME STREET	2411 MEADOW GROVE WAY SW		
HOME OPT. STREET			
HOME CITY STATE	LILBURN	GA	ZIP 302475789
BUS. STREET			
BUS. OPT. STREET			ZIP
BUS. CITY STATE			
BUS. CNTY.	00		
MAIL STREET	2411 MEADOW GROVE WAY SW		
MAIL OPT. STREET			
MAIL CITY STATE	LILBURN	GA	ZIP 302475789

AGENT LICENSE DISPLAY

AGENT# A152473 LEETCH,WILLIAM DOUGAL [redacted]

TYCL	LIC	STATUS	CURRENT STATUS DATE	ORIGINAL ISSUE LIC DTE (LOI)	QT	YR	RCPT/APP	#ACT	TEMP	LAST LOST ACTIVE APPOINT DATE	RE
0814	Q	LICENSED	012795	012795	I	95	5372610003	003	00		D
0815	Q	LICENSED	012795	012795	D	94	5372610003	003	00		D
0816	1	LOST-Q	123199	012795	I	95	5372610003	000	00	123197	D
0840	Q	LICENSED	012795	012795	I	02	5372610003	002	00		D

AGENT APPOINTMENT DISPLAY

AGENT# A152473 LEETCH,WILLIAM DOUGAL [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T #MO	EXPIRES
0814	001	00	RN RENEWED	010102	021495	S		123103
	RCPT/APP 7241520223 CPNY 05380			ALLIANZ LIFE INSURANCE COMPANY OF NORTH				
				PO BOX 59060				
				MINNEAPOLIS				MN
				554590060				
0814	007	00	RN RENEWED	010102	051497	S		123103
	RCPT/APP 7193280108 CPNY 05527			ALLMERICA FINANCIAL LIFE INSURANCE AND A				
				440 LINCOLN ST # S155				
				WORCESTER				MA
				016530002				
0814	008	00	CN CANCELLED	041703	091399	S		123103
	RCPT/APP 7186230293 CPNY 05219			FIRST COLONY LIFE INSURANCE COMPANY				
				PO BOX 1280				
				LYNCHBURG				VA
				245051280				
0814	013	00	OI ORIGINAL ISSUE	010703	010703	S		123105
	RCPT/APP 1113900001 CPNY 05216			FIDELITY AND GUARANTY LIFE INSURANCE COM				
				1001 FLEET ST				
				BALTIMORE				MD
				212024346				
0815	002	00	RN RENEWED	010102	040495	S		123103
	RCPT/APP 6760730029 CPNY 05334			KEMPER INVESTORS LIFE INSURANCE COMPANY				
				1600 MCCONNOR PKWY				
				SCHAUMBURG				IL
				601966801				
0815	005	00	RN RENEWED	010102	051497	S		123103
	RCPT/APP 7193280106 CPNY 05527			ALLMERICA FINANCIAL LIFE INSURANCE AND A				
				440 LINCOLN ST # S155				
				WORCESTER				MA
				016530002				
0815	006	06	RN RENEWED	010102	051497	C		123103
	RCPT/APP 7193280107 CPNY 05527			ALLMERICA FINANCIAL LIFE INSURANCE AND A				
				440 LINCOLN ST # S155				
				WORCESTER				MA
				016530002				

AGENT APPOINTMENT DISPLAY

AGENT# A152473 LEETCH,WILLIAM DOUGAL [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0816	004	00	NR NOT RENEWED	123197	061295	S			123197
	RCPT/APP	7804960009	CPNY 05655	ZURICH LIFE INSURANCE COMPANY OF AMERICA					
				1600 MCCONNOR PKWY					
				SCHAUMBURG					IL
				601966801					
0840	011	00	OI ORIGINAL ISSUE	030502	030502	S			123104
	RCPT/APP	7865870004	CPNY 09180	EMPIRE FIRE AND MARINE INSURANCE COMPANY					
				13810 FNB PKWY					
				OMAHA					NE
				681545202					
0840	012	01	OI ORIGINAL ISSUE	030502	030502	C			123104
	RCPT/APP	7865870005	CPNY 09180	EMPIRE FIRE AND MARINE INSURANCE COMPANY					
				13810 FNB PKWY					
				OMAHA					NE
				681545202					

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that the attached affidavit of Valerie Larson is a true and correct copy of the official records maintained in the regular course of business at the Department of Financial Services.

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

Tom Gallagher

Chief Financial Officer

EXHIBIT
Q

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Bay

Valerie Rae Larson BEING FIRST DULY SWORN DEPOSES AND SAYS:

MY NAME IS Valerie Rae Larson. I AM A 50, YEAR OLD White (RACE), Female (SEX). I RESIDE AT 2428 Dorothy Ave (ADDRESS), Panama City (CITY), FL (STATE), 32408-4412 (ZIP).

MY RESIDENCE TELEPHONE NUMBER IS (850) 234-6944.

MY BUSINESS ADDRESS IS 1104 Balboa Ave (ADDRESS), Panama City (CITY), FL (STATE), 32401 (ZIP).

MY BUSINESS TELEPHONE NUMBER IS (850) 769-6000. MY ~~SOCIAL SECURITY~~ Driver License NUMBER IS L625-876-52-886-0.

On or about September 2002 Dr. Douglas Boucher, the School administrator for the Panama City Charter School at 1104 Balboa Ave Panama City, Contacted Progressive Health Alliance on the internet. We had received a medical bill from our previous Carrier and the rates were high. So Dr. Douglas Boucher went on the internet to try and find a more affordable plan for health insurance for the school employees. While on the internet he found Progressive Health Alliance. He contacted Agent Bill Leotch and requested documents

~~from~~ on Progressive Health Alliance. The School Staffing Committee met and decided to go with this plan because the plan had better coverage and better premiums. Dr Douglas Barnhart contacted Agent Lostak and advised agent to deal with me.

Agent Lostak contacted me and mailed me applications, membership benefit information, enrollment forms ect. After I got the employees to complete their enrollment forms, I faxed the first page to Agent Lostak and mail the original to ~~Advanced Administration, INC, 1101 Daytona Lake Destiny Rd, Suite 130, Maitland, FL 32751~~ Progressive Health Alliance, 1735 Spruce Street Suite D, Riverside, CA 92507.

(1) That have been ~~have submitted~~ some claims on some of our employees & dependents submitted to ~~Advanced Administration, INC~~ at 1101 Daytona Lake Destiny Rd, Suite 130, Maitland, FL 32751. As of this date there have been no problems with our claims being paid. I am pleased with the service they have provided

Neither I nor Dr. Douglas Barcus have met with Agent Leotis in person.

X Valerie Larson

AFFIANT HAS READ OR (HAS HAD) READ TO HIM\(HER) THE ABOVE REPORT CONSISTING OF 3 PAGES AND DECLARES IT TO BE TRUE AND CORRECT TO THE BEST OF HIS\(HER) KNOWLEDGE AND BELIEF. THIS STATEMENT WAS GIVEN FREELY AND WITHOUT ANY THREAT OR PROMISE. IN SUPPORT OF THIS STATEMENT I WOULD BE WILLING TO APPEAR AS A WITNESS AT ANY HEARINGS HELD.

THE FOREGOING DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3rd (DAY) DAY OF December (MONTH) 2002 (YEAR), BY Valerie Rae Larson (AFFIANT), WHO PRODUCED [redacted] FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

X Valerie Larson (AFFIANT)

Donald C. Spencer (NOTARY)

Donald C Spencer
MY COMMISSION # CC808177 EXPIRES
March 20, 2003
BONDED THRU TROY FAIN INSURANCE INC

December 4, 2002

This is to certify that the attached twenty-one pages (21) are true copies of the original, presented to me by the documents custodian, and to the best of my knowledge, that the photocopied documents are neither a public record nor a publicly recordable documents, certified copies of which are available from an official source other that a notary public.

Sharon G. Kelson

Sharon G. Kelson, Notary Public Signature

Sharon G. Kelson
MY COMMISSION # CC982317 EXPIRES
March 10, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Financial Service Ministries

FACSIMILIE COVER SHEET

William D. Leetch
2411 Meadow Grove Way
Lilburn, GA. 30047
Phone Number: (770) 413-8202
Fax Number: (770) 413-0211

Church Name: Central Baptist	From: BILL LEETCH
Attention: VALERIE LARSON	Date: 10-1-02
Fax Number: (850) 785-5212	Phone Number:

☐ Urgent ☐ Please Comment ☐ Please Review

☒ For your Information ☐ Reply Requested

Total pages, including cover sheet: 3

COMMENTS:

Mrs. Larson –

Here is the Employee App's. Be sure to fax me back a copy. You can fax this to progressive Health Alliance, or mail with your apps.

Please also send/fax me a copy of the first page of each app. It says Progressive Health Alliance on the top.

Don't forget to get letters of creditable coverage for those applying with us. Call the insurance Co. & they will send them to you.

Thanks

Bill

FINANCIAL SERVICE MINISTRIES
2411 Meadow Grove Way Lilburn, GA 30047
(770) 413-8202 FAX (770) 413-0211

August 20, 2002

Dear Dr. Boucher:

Forgive the handwritten note – PLEASE! My computer is down.

Here is the complete packet, with brochure and application. Since this is an ERISA plan, it falls under the Taft-Hartley Act – the U.S. Labor department gives oversight to all ERISA plans, to ensure compliance. ERISA plans are union plans. This one is the National Health Union. So, you join the Union to get the insurance.

Your sole relationship with the Union is the payment of dues - $20/month, as shown on the work sheet. Otherwise you will never hear from the Union. They have nothing to do with your ministry!

The attraction is several fold.

It is a PPO plan, not an HMO. You choose your own doctors.. Premiums are much lower than any other insurance organization in today's market. It is in all 50 states. You get the bonus of $15 copay for natural health providers. Dues/premiums can only be changed once per year. The annual rate increases have been 6% or lower. The latest rate increase was April 2002.

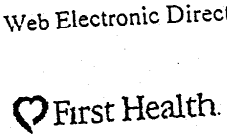
The back end carrier is Union Labor Life Insurance Company. The Union pays the first $50,000 claims. Union Labor Life picks up at this point. They have been in business over 40 years and are currently rated A by AM Best.

If you will fax me a census I will make the quote for you – or, you can do it yourself. I need D.O.B. for to be covered, except children. I just need the number of children per family.

In His Grip,
Bill Leetch

Securities Offered Through American Classic Securities • Member NASD
[illegible] Blvd. Suite 150, Ponte Vedra Beach, FL 32082 (904) 285-6443

Web Electronic Directory



Search from County Results

Client: NATURAL HEALTH UNION, THE -
Search Range: Entire County: County: BAY, FL

HELP

BACK

First Health makes every effort to maintain accurate and up-to-date information; however, participating providers' information may occasionally change. Please confirm the provider's participation prior to your visit. All decisions about the type of care you receive are the responsibility of you and the provider whom you select. The quality and results of the care provided are the responsibility of the provider. Some health services may be provided by resident physicians under the supervision of the listed physicians.

We found 4 hospitals

You may select a hospital name for more information

Name	Address	Phone Number
BAY MEDICAL BEHAVIORAL HEALTH CENTER	1940 HARRISON AVE PANAMA CITY, FL 32405	(850) 763-0017
BAY MEDICAL CENTER	615 N BONITA AVE PANAMA CITY, FL 32401	(850) 769-1511
GULF COAST MEDICAL CENTER	449 W 23RD ST PANAMA CITY, FL 32405	(850) 769-8341
HEALTHSOUTH EMERALD COAST REHABILITATION HOSPITAL	1847 FLORIDA AVE PANAMA CITY, FL 32405	(850) 914-8600

TOP

BACK

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Web Electronic Directory

First Health

Search from County Results

Client: NATURAL HEALTH UNION, THE -
Search Range: Entire County: County: BAY, FL

HELP

BACK

First Health makes every effort to maintain accurate and up-to-date information; however, participating providers' information may occasionally change. Please confirm the provider's participation prior to your visit. All decisions about the type of care you receive are the responsibility of you and the provider whom you select. The quality and results of the care provided are the responsibility of the provider. Some health services may be provided by resident physicians under the supervision of the listed physicians.

We found 14 facilities

Name	Address	Phone Number
CYTOPATH LABORATORY	1600 TENNESSEE AVE LYNN HAVEN, FL 32444	(850) 271-0909
LAB CORP FLORIDA	700 W 23RD ST BLDG F51 PANAMA CITY, FL 32405	(850) 769-6536
MDIA FL	1304 HARRISON AVE PANAMA CITY, FL 32401	(800) 400-4674
MDIA FL	2353 HIGHWAY 77 N. PANAMA CITY, FL 32405	(800) 400-4674
MEDFOCUS FLORIDA	1304 HARRISON AVE PANAMA CITY, FL 32401	(800) 398-8999
MEDFOCUS FLORIDA	106 MEDICAL CENTER DR PANAMA CITY, FL 32405	(800) 039-8899
MEDFOCUS FLORIDA	2353 HIGHWAY 77 NORTH PANAMA CITY, FL 32405	(800) 398-8999
MEDLINK FLORIDA	1304 HARRISON AVE PANAMA CITY, FL 32401	(800) 335-5465
MEDLINK FLORIDA	106 MEDICAL CENTER DR PANAMA CITY, FL 32405	(800) 335-5465
MEDLINK FLORIDA	2290 W EAUGALLIE BLVD #104 PANAMA CITY, FL 32401	(800) 335-5465
NORTHWEST FLORIDA GASTROENTEROLOGY CENTER	202 DOCTORS DR PANAMA CITY, FL 32405	(850) 769-7599
PANAMA CITY OPEN MRI	106 MEDICAL CENTER DR PANAMA CITY, FL 32405	(850) 873-6900
QUEST DIAGNOSTICS INCORPORATED FL	330 W 23RD ST #C PANAMA CITY, FL 32405	(850) 913-0006
SUNCOAST OPEN MRI	2353 HIGHWAY 77 N PANAMA CITY, FL 32405	(877) 742-8822

BACK

TOP

FINANCIAL SERVICE MINISTRIES
2411 Meadow Grove Way Lilburn, GA 30047 (770) 413-8202 FAX (770) 413-0211

HEALTH INSURANCE and MEDICAL SAVINGS
for
Pastors, Church & Christian School Staff

Dear Pastor:

Here is a unique health insurance plan that could benefit you, and your Church/school staff. Many around the Country are already covered.

For years I have worked with pastors, and church/school staffs in the area of retirement plans and insurance needs. As the monthly premiums for health insurance have escalated, there has been an ongoing call for an insurance plan that is both effective and reasonable. Two products are available that can be combined or used separately. Here they are.

First is an ERISA health insurance plan, UNIChoice, offered by Progressive Health Alliance (PHA), with 4 PPO networks from which you can choose, available in all 50 States - First Health Network, Southcare, Multiplan, and Pro Net. Ask your doctor which network he/or she takes.

Although there are several deductibles, I recommend you choose the $500 deductible as it offers the most benefits, at the lowest price. Included in each plan is a $15 copay for doctor visits, $10 copay for generic drugs, and $10,000 life insurance for the prime insured. Plus an additional benefit of a $15 copay for alternative medicine such as acupuncture, massage therapy and chiropractic. There is a one time $50 enrollment fee. Attached is a calculation sheet for your area.

The Association insurance is currently list bill monthly. All payments should be on a business check, made out to Progressive Health Alliance.

Second is the Care Entree (CE) program. It is NOT insurance. Rather it is a medical savings plan that fits uniquely under the UNIChoice plan. CE offers the healthcare and pricing advantage enjoyed by major insurance companies like Humana, Conseco, and many more; at a price of only $54.95 per month (complete program), for any size family. Many take the insurance and add the Prescription Plus ($9.95), or Dental Plus ($19.95), which uses PHCS. The entire family is included, and ALL pre-existing conditions are accepted.

Here are two distinct products that you can use on an "either/or" basis. We are finding that most want them combined. Care Entree will negotiate for you, hospital fees, and surgical fees. It offers significant savings on: Physicians, Hospitals, Prescriptions, Dental, Vision Care, Hearing Aids, Alternative Care, Long-Term Care, and a lot more. If you would like more detailed information, give me a call.

In His Grip (Is. 42:6),

Wm. D. Leetch

Wm. D. Leetch

Securities Offered Through American Classic Securities • Member NASD
201 ATP Tour Blvd., Suite 150, Ponte Vedra Beach, FL 32082 (904) 285-6443

UNIChoice

A Union Health and Welfare Benefit Plan

Presented by

PROGRESSIVE HEALTH ALLIANCE

Summary of UNIChoice Benefits*

Major Medical Maximum	$1,000,000.00	
	IN NETWORK	**OUT OF NETWORK**
Deductibles	Calendar Year	Calendar Year
Yearly Plan Deductibles	$300, $500 $1,000**	2 x IN NETWORK Amount
Participation Level	80/20 to $10,000	60/40 to $20,000

The following services are NOT subject to a Deductible or Participation Levels

Physician Visit	**$15.00 Co-Pay**	$45.00 Co-Pay
Routine Physical (after 3 mo. continuous coverage)	**$15.00 Co-Pay** **$300 Maximum per year**	Not Covered
Well Baby Care (Visits & Immunizations up to 2 yrs. old)	**$15.00 Co-Pay** **$300 Maximum per year**	Not Covered
Mammograms	**$25.00 Co-Pay**	Not Covered
Second Surgical Opinion	**$15.00 Co-Pay**	Not Covered
Prescriptions	**$10.00 Generic** **Mail Order (90 day supply)** (applies to generic brand only)	Not Covered Not Covered

EACH CALENDER YEAR, AFTER A COVERED PERSON HAS MET THE DEDUCTIBLE AND ALLOWABLE EXPENSES EQUAL TO THE PARTICIPATION LEVEL, WE WILL PAY 100% OF THE FOLLOWING BENEFITS WHICH ARE MEDICALLY NECESSARY.

Hospital Room and Board	Up to the average semi-private room rate charged by the hospital
Intensive Care, Coronary Care or Neonatal Intensive Care	Limited to 2x's the hospital's most common daily charge for semi-private room rate
Miscellaneous Expenses	Medically necessary services and supplies
Operating Surgeons	Includes routine care after surgery

* This is a brief summary of benefits to show examples of covered benefits. For more detailed information, please see the Plan Document.
** No Benefits are payable until the Deductible has been met.

Summary of UNIChoice Benefits*

Anesthesia and Administration	This benefit is reduced by 50% if services are rendered by the surgeon, assistant surgeon or nurse anesthetist
Surgery	Hospital Inpatient Hospital Outpatient Free standing ambulatory surgical center Physician's office or Clinic
Ambulance	One trip to the hospital for a covered person for each illness/injury
Complications of Pregnancy	Covered as any covered illness (see policy for limitations)
Emergency Room	Placing the patient's health in serious jeopardy Serious impairment to bodily functions Serious dysfunction of any bodily organ or part
Emergency Room Visit for Non-Emergencies	We will pay 50% of costs up to maximum of $50.00
Major Ancillary Tests (Inpatient or Outpatient)	Pre-Authorization is required unless for emergency treatment
Life Insurance	$10,000 for applicant only
Prescriptions	Name Brand - 80/20 after health plan deductible $2000 maximum per person per year

	IN NETWORK	OUT OF NETWORK
Physical Therapy	**$500 yearly**	Not Covered
Durable Medical Equipment	**$25,000 lifetime**	Not Covered
Mental Illness	**$5,000 lifetime**	$5,000 lifetime
Substance Abuse	**$5,000 lifetime**	$5,000 lifetime
Extended Care Facilities	**$5,000 lifetime**	$5,000 lifetime
AIDS or ARC	**$25,000 lifetime**	$25,000 lifetime
Congenital Illness, Defects Premature Birth of Newborn	**$50,000 lifetime**	$50,000 lifetime
Prosthetics	**$5,000 lifetime**	$5,000 lifetime
Outpatient Mental Illness Maximum of 50 visits per year	**$40.00 co-pay**	$40.00 co-pay

* This is a brief summary of benefits to show examples of covered benefits. For more detailed information, please see the Plan Document.

About The Plan

This is a Taft-Hartley Union Health and Welfare Fund. All Participants must be Members of the Union and maintain their membership for continuous participation.

The Natural Health Union employs a Self-Funded approach in providing the benefits of the Health and Welfare Plan. Each year, the Board of Trustees determines the level at which the Plan will purchase Stop-Loss Coverage. The Self-Funded approach is the most efficient way to spend your health and welfare benefit dollars.

The UNIChoice Health and Welfare Benefit Plan is offered exclusively through the Progressive Health Alliance, a non-profit corporation, founded to enhance the quality of life of it's membership with programs of interest to health conscious Americans.

The unique non-profit structure, plan design (for the small business market), creative underwriting guidelines with competitive rates, enables us to provide to the small business owner, a quality Health Benefit Plan.

Plan Exclusions

No coverage is provided under the group policy for loss caused by, contributed to or resulting from:

1. Injury or sickness if the loss is covered under these similar laws: Worker's Compensation Law, Occupational Disease Law, Employer's Liability Law
2. Injury or sickness which results from war or an act of war, whether war is declared or not.
3. Care or supplies received in a Hospital or other facility run by any government agency, except if a charge is made which a Covered Person has to pay by law, and if the charge would have been made even in the absence of Health Coverage
4. Diagnosis and/or treatment of gallbladder, reproductive organs, tonsils and hernia if treatment is rendered within six months of the date coverage begins under the Group policy for a Covered Person.
5. Procedures or treatments which are Experimental or Investigational Medicine
6. Organ Transplants, except as otherwise provided in the Group Policy
7. Normal pregnancy and childbirth, unless the coverage is provided by the optional maternity rider and it is attached to this Certificate.
8. Plastic, cosmetic, or reconstructive surgery, including breast reduction, except if required:
   a. to correct damage due to an injury for which benefits are payable under Group Policy
   b. to repair, while Grp Policy is in force, a birth defect of a child born to You and continuously covered under the Grp Policy from its birth.
   c. for reconstructive surgery following a covered mastectomy.
9. Dental treatment, unless due to Injury to natural teeth occurring while the Covered Person is insured under the Group Policy.
10. Any attempt at suicide, or any intentionally self-inflicted injury
11. The commission of or attempt to commit a felony or being engaged in an illegal occupation.
12. A covered person's use of intoxicants or drugs as set forth in the General Provisions of the Certificate.
13. Radial Keratotomy, eye refraction or the purchase of fitting of vision or hearing aids.
14. Elective sterilizations; In-vitro fertilization; or any other diagnosis or treatment for the control, promotion or enhancement of fertility, including reversal of prior sterilizations.
15. Exogenous obesity (i.e. obesity due to excessive food intake).
16. Mandibular or maxillofacial surgery to correct growth defects, jaw disproportions or malocclusions, increase vertical dimension or reconstruct occlusion after one year from a child date of birth or a child's date of adoption, except when the loss is the result of repair of a congenital anomaly or birth defect of a child born to You and continuously covered under the Group Policy from its birth.
    This Exception does not apply to the treatment of TMJ and craniomandibular disorder.
17. Treatment provided outside the United States of America, its possessions and territories, unless such treatment is Emergency treatment.
18. Treatment for development delay learning disabilities or adjustment reaction; educational testing or training.
19. Diagnosis or treatment (including surgery) of sexual dysfunction disorder or inadequacy; transsexual surgery.
20. Sclerotherapy for veins of the extremities.
21. Corrective shoes, routine foot care including the cutting or removal of corns or calluses; trimming of nails; routine hygienic care and any service rendered in the absence of localized Sickness or Injury involving the feet.

PROGRESSIVE HEALTH ALLIANCE
MEMBERSHIP ENROLLMENT FORM

I wish to apply for membership in the Progressive Health Alliance Association for monthly dues of $20. I understand that I will be entitled to the Association's many benefits, that I will receive a Membership Kit which explains what benefits and services I will receive without charge. I also understand that my immediate family (spouse, children) are entitled to many of these benefits, within guidelines set by each company associated with PHA.

(PLEASE USE BLACK INK ONLY)

BUSINESS/EMPLOYER NAME: _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUSINESS PHONE: _____ FAX: _____

OCCUPATION: _____

LAST NAME: _____ FIRST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ EMAIL: _____

D.O.B. _____ SS# _____

SPOUSE NAME _____ D.O.B. _____ SS# _____

CHILDREN _____ D.O.B. _____ SS# _____

CHILDREN _____ D.O.B. _____ SS# _____

CHILDREN _____ D.O.B. _____ SS# _____

APPLICANT SIGNATURE _____ DATE _____

PHA ENROLLER PRINTED NAME W. D. LEETCH

FOR OFFICE USE ONLY - PHA REC'D _____

Deductible: _____ Effective Date: 10-1-02 Area: 3

Dues: _____ Accident Waiver: YES / NO Cancer Plan: YES / N

UNIChoice

The Natural Health Union Application

REQUESTED EFFECTIVE DATE:_____

LAST NAME _____ FIRST NAME _____ M.I. _____

ADDRESS_____ CITY_____ ZIP CODE_____

HOME PHONE ( )_____ WORK PHONE ( )_____ EXT _____ FAX ( )_____

	LAST NAME	FIRST NAME	M.I..	SEX	BIRTHDAY	SOC. SEC #	PHYSICIAN
APPLICANT							
SPOUSE							
DEPENDENT							
DEPENDENT							
DEPENDENT							

NAME, ADDRESS, PHONE OF CURRENT PHYSICIAN: _____

_____

INDICATE HEIGHT / WEIGHT OF YOU AND YOUR SPOUSE: APPLICANT _____ / _____ SPOUSE _____ / _____

HEALTH HISTORY

1. HAVE YOU OR ANY FAMILY MEMBER RECEIVED TREATMENT FOR ANY ILLNESS OR INJURY IN THE LAST 5 YEARS?..... ☐ YES ☐ NO
2. HAVE YOU OR ANY FAMILY MEMBER EVER BEEN TREATED FOR CANCER, HEART DISEASE, STROKE, DIABETES, HIGH BLOOD PRESSURE, ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS), OR ANY OTHER TOTAL OR PARTIAL DISABILITY WHICH LASTED (OR CAN REASONABLY BE EXPECTED TO LAST) MORE THAN 3 MONTHS? ..... ☐ YES ☐ NO
3. ARE YOU OR ANY FAMILY MEMBER CURRENTLY PREGNANT?..... ☐ YES ☐ NO
4. ARE YOU OR ANY FAMILY MEMBER CURRENTLY TAKING ANY MEDICATIONS?..... ☐ YES ☐ NO
5. ARE YOU OR ANY FAMILY MEMBER CURRENTLY ON COBRA?..... ☐ YES ☐ NO
6. HAVE YOU OR ANY FAMILY MEMBER CONSULTED A PROVIDER FOR ANY CONDITION OR SYMPTOM(S) FOR WHICH A DIAGNOSIS HAS NOT BEEN ESTABLISHED?..... ☐ YES ☐ NO

IF YOU ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, GIVE DETAILED INFORMATION IN THE SECTION PROVIDED BELOW. IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH SEPARATE PAGES.

PERSON	ILLNESS OR IMPAIRMENT	DATE	MEDICATION	PHYSICIAN NAME & ADDRESS

UNIChoice

LAST NAME _____ FIRST NAME _____ SOC SEC # _____

I REPRESENT THAT THE STATEMENTS AND ANSWERS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS AGREED THAT: (1) THE STATEMENTS AND ANSWERS GIVEN IN THIS APPLICATION AND ANY ADDENDUMS AND IN ANY AMENDMENTS TO IT WILL FORM THE BASIS OF ANY PLAN ISSUES; AND (2) IF MONEY IS PAID WITH THIS APPLICATION, PROGRESSIVE HEALTH ALLIANCE WILL BE LIABLE ONLY AS SET FORTH IN THE RECEIPT GIVEN, WHICH MUST BE SIGNED BY THE AGENT OR BROKER TO WHOM THE MONEY IS PAID.

AUTHORIZATION TO OBTAIN OR RELEASE MEDICAL INFORMATION

I AUTHORIZE PROGRESSIVE HEALTH ALLIANCE, ITS RE-INSURERS, AND THEIR AUTHORIZED REPRESENTATIVES, TO OBTAIN INFORMATION THAT THEY NEED TO UNDERWRITE MY APPLICATION FOR THE BENEFIT PLAN. ANY PERSON HAVING ANY INFORMATION AS TO A DIAGNOSIS, THE TREATMENT, OR PROGNOSIS OF ANY PHYSICAL OR MENTAL CONDITIONS OF ME OR OR MY FAMILY AND ANY NON-MEDICAL INFORMATION OF ME AND MY FAMILY IS AUTHORIZED TO GIVE IT TO ANY OF THE ABOVE ABOVE PARTIES. THE PERSONS THAT ARE AUTHORIZED TO GIVE INFORMATION INCLUDE ANY DOCTOR OR OTHER PRACTITIONER OF THE HEALING ARTS, HOSPITAL, CLINIC, OR OTHER HEALTH RELATED FACILITY THAT MAY HAVE SUCH INFORMATION.

DATE _____ SIGNATURE _____

Customer Service
Progressive Health Alliance
1735 Spruce Street, Suite D
Riverside, CA 92507
(800) 769-9294

Eligibility/Claims
Advanced Administration, Inc.
(800) 785-4544

Complete the Temporary Identification Cards at right, and keep until you receive your permanent ID

Temporary Identification Card
The Natural Health Union-UNIChoice
Name: _____
ID #: _____
Network: Beech Street/SouthCare
Effective Date: _____
Eligibility: 1-800-785-4544
Customer Service: 1-800-769-9294
Pre-Authorization: 1-800-768-5127

Temporary Identification Card
The Natural Health Union-UNIChoice
Name: _____
ID #: _____
Network: Beech Street/SouthCare
Effective Date: _____
Eligibility: 1-800-785-4544
Customer Service: 1-800-769-9294
Pre-Authorization: 1-800-768-5127

ENROLLMENT FORM FOR GROUP INSURANCE

Please Use Ink Or Type

Group Policy Number:

A. Employee Information (Complete for ALL Enrollments)

Employer Name/Company Name (Please Print)	County:	State:
PROGRESSIVE HEALTH ALLIANCE		

B. Beneficiary Information (Complete ONLY for Life or AD&D Enrollments)

Primary Beneficiary's Last Name	First	MI	Relationship of Beneficiary	Social Security Number
Street Address	City		State	Zip
Contingent Beneficiary's Last Name	First	MI	Relationship of Beneficiary	Social Security Number
Street Address	City		State	Zip

Note: A Contingent Beneficiary will receive benefits ONLY if the Primary Beneficiary does not survive you. If you wish to designate more than one Primary or Contingent Beneficiary, attach a separate sheet of paper.

C. Signature (Complete for ALL Enrollments)

I hereby apply for group insurance, for which I am eligible or may become eligible. If contributions are required, I authorize my employer to deduct premiums from my salary. I reserve the right to revoke this deduction at any time by written notice.

Employee Signature

Date Signed

Temporary Identification Card

Name:_____
Doctor:_____ Phone:_____
Name:_____
Doctor:_____ Phone:_____
Name:_____
Doctor:_____ Phone:_____

Coverage shall not begin until the acceptance of your application by The

Temporary Identification Card

Name:_____
Doctor:_____ Phone:_____
Name:_____
Doctor:_____ Phone:_____
Name:_____
Doctor:_____ Phone:_____

Coverage shall not begin until the acceptance of your application by The Natural Health Union. Upon acceptance, the union shall be bound by the

PROGRESSIVE HEALTH ALLIANCE

1819 Clarkson Rd., #301, Chesterfield, Missouri 63107

MEMBER BENEFITS

HOTEL PROGRAM
50% Discount off room rates at participating hotels

TRAVEL ALERT
Discounts from 29% to 70% off regular rates and packages from your local travel agent

CONDO INTERNATIONAL
75,000 condominiums at up to 50% off regular rates

THEME PARK DISCOUNTS
$5.00 off admission price, per person, and 10% off selected park merchandise

ODYSSEY COMPUTERS
Custom built computers at up to 25% discount

DISCOUNT DINING
Up to 50% discount while dining out at over 1,400 restaurants

AUTOVANTAGE
Purchase a new car at fleet pricing.
Great discounts at GoodYear and Firestone Retailers, Jiffy Lube, Precision Tune, Maaco
Meineke Discount Mufflers and Safelite Autoglass.

CAR RENTAL DISCOUNTS
Special discounts for Alamo, Avis, Hertz, and National

HEARING SERVICE
Save up to 60% on hearing aids

EMERGENCY ROADSIDE ASSISTANCE
Pay commercial rates generally applicable only to large companies

AIR AMBULANCE SERVICE
Following a medical emergency, a medically equipped and staffed air ambulance can rush you or a family member to an appropriate medical center. This service is provided by Network Air Medical International.

HEALTH PLAN
National PPO at group rates
Vision Plan
Lasik Surgery Discounts
PHA Dental Plan
UHS Chiropractic Plan

I rnational Union for the Natural ' alth,
Complementary & Alternative Medicine Professions
affiliated with ITPEU-OPEIU, AFL-CIO
Post Office Box 5167, West Hills, CA 91308
818 226-9829 – FAX 818 226-9820

BOTH SECTIONS MUST BE COMPLETED AND SIGNED

MEMBERSHIP APPLICATION

I, the undersigned, do hereby apply for membership in the International Union for the Natural Health, Complementary & Alternative Medicine Professions, (ITPEU-OPEIU, AFL-CIO) "Union" and designate the Union to act as sole collective bargaining agent on all matters affecting my wages, hours and working conditions, with _____ (name of Company) and/or its successor. I further consent to the use of this application as evidence that the Union represents a majority of employees in any bargaining unit. I am applying for membership of my own free will and without inducement, insistence or coercion by any officer or authorized representative of the Union.

Full Name _____

Social Security No. _____

Street Address _____ City _____ State _____ Zip _____

Phone Number (____) _____ Fax Number (____) _____ Date of Birth _____

MEMBER SIGNATURE:X _____ Date _____

This Is NOT A Bank Draft Authorization - It Only Authorizes Your Employer To Deduct Your Union Dues And Remit It To The Union

DUES DEDUCTION AUTHORIZATION

Date _____ To: _____ (Company) and/or its successors:

I hereby authorize you to deduct from my wages each pay period commencing _____ (date) a proportionate amount of my initiation fee and/or monthly membership dues or nonmember fees as designated by International Union for the Natural Health, Complementary & Alternative Medicine Professions ("Union"), while I am an employee of the Company or its lawful successor. The aforesaid initiation fee, membership dues or nonmember fees shall be remitted promptly by you to a designated official or employee of the Union.

This authorization shall be irrevocable, regardless of whether I remain a member of the Union, for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreemen between the Company, or its lawful successor, and the Union, whichever occurs sooner. I further direct you to maintair this authorization in effect, regardless of whether I remain a member of the Union, after the expiration of the shorter o the periods specified above for further successive periods of one (1) year provided there is then in effect a collective bargaining agreement between the Company, or its lawful successor, and the Union providing for checkoff of Union due and/or nonmember fees.

This authorization may only be revoked during the 15 day period following the expiration of any such year c during the 15 days following the termination date of the collective bargaining agreement between the Company, or it successor, and the Union covering my employment if such date shall occur within one of the aforesaid annual periods. further agree that this authorization may only be revoked by written notice signed by me and received by the Compar and the Union during any such 15-day period. Any such revocation shall become effective immediately upon receipt b the Company and the Union, and no dues shall be deducted from my wages following such receipt.

SIGNATURE _____ _____ Print Name _____ Social Security No.

PLEASE PRINT THE RECF OF FORMS DOES NOT MEAN YOU ARE ELIGIF FOR BENEFITS PLEASE PRIN

CLAIM STATEMENT

IUNHCAMP HEALTH & WELFARE FUND

MAIL TO: ADVANCED ADMINISTRATION INC.
1101 N. LAKE DESTINY RD., SUITE 130
MAITLAND, FLORIDA 32751
PHONE: (407) 786-2770 / Toll Free 1-800-76. 4544

TO BE COMPLETED BY EMPLOYEE

EMPLOYEE'S SOCIAL SECURITY NO. _____

1. Employee's Name _____ Area Code _____ Phone No. _____
2. Home Address _____ City _____ State _____ Zip _____
3. Birth Date _____ Sex _____
4. Spouse's Name _____ Soc. Sec. No. _____
5. Does your spouse work? _____ If yes, Where? _____ Address _____
   City _____ State _____ Zip _____
6. Information on the Person Who Claim is For: _____ Name _____ Relationship to Employee
   _____ Date of Birth _____ Sex _____ Married: ☐ Yes ☐ No
7. If claim is on employee, is there loss of time from work? _____
8. If claim is for a dependent 19, but less than 25 years of age attending school full time, give Name and Address of School
   _____
   Please obtain and submit a letter from the registration office of the school verifying the status of the student and units being carried.)
9. IMPORTANT – THIS SECTION MUST BE COMPLETED – FAILURE TO COMPLETE THIS SECTION WILL ONLY DEL THE PROCESSING OF THIS CLAIM.

Are there any other benefits provided for this claim from any other employer sponsored group insurance or medical pre-payment plan? YES _____ NO _____ If Yes, please answer below.

Name of employer sponsoring other insurance _____

Name of employee belonging to other group _____

Group Policy No. and/or Subscriber No. _____

Full name and address of where you would submit a claim to other insurance:

_____

(If above answered YES please be sure to send copies of the same bills to the other company.)

AUTHORIZATION TO PAY BENEFITS TO PHYSICIAN: I hereby authorize payment directly to the undersigned Physician of the Surgical and/or Medical Benefits, if any, otherwise payable to me for his/her services as described below but not to exceed the reasonable and customary charge for those services.

SIGNED _____ DATE _____

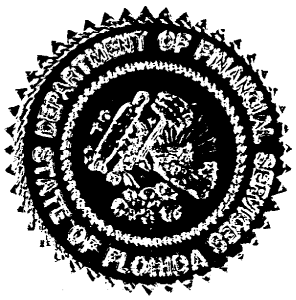
AUTHORIZATION TO RELEASE INFORMATION: I hereby authorize any Physician or Hospital to release any information acquired in the course of my examination or treatment.

SIGNED (PATIENT OR PARENT IF MINOR) _____ DATE _____

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that, Dolly Ann Butler/License Number A036909/[redacted] is licensed as a life, health and general lines (property and casualty) agent in the State of Florida. Records are maintained in the official records of the Department of Insurance, 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.

Tom Gallagher

Chief Financial Officer

EXHIBIT
R

STATE OF FLORIDA

DEPARTMENT OF FINANCIAL SERVICES

The Capitol, Tallahassee, Florida 32399-0300

TOM GALLAGHER

CHIEF FINANCIAL OFFICER

DATE 05/20/2003

AGENT PERSONAL DATA INQUIRY

NAME BUTLER,DOLLY ANN

AGENT# A036909 RACE W SEX F
[redacted] POB CENTER HILL FL

HOME STREET [redacted]
HOME OPT. STREET
HOME CITY STATE [redacted] FL [redacted]

BUS. STREET BYRD INSURANCE AGENCY
BUS. OPT. STREET 310 W MAIN ST STE 2
BUS. CITY STATE LEESBURG FL ZIP 347485121
BUS. CNTY. 12

MAIL STREET 10661 GOOSE PRAIRIE RD
MAIL OPT. STREET
MAIL CITY STATE LEESBURG FL ZIP 347888109

AGENT LICENSE DISPLAY

AGENT# A036909 BUTLER,DOLLY ANN [redacted]

TYCL	LIC	STATUS	CURRENT STATUS DATE	ORIGINAL ISSUE LIC DTE (LOI)	QT	YR	RCPT/APP	#ACT	TEMP	LAST LOST ACTIVE APPOINT DATE	RE
0210	X	EXP-T	070193		D	92	2077540003	000	01	122492	D
0214	1	LOST-Q	032795	032793	D	92	2077540006	000	00	032793	D
0215	1	LOST-Q	093099	032793	I	93	2077540006	000	00	093097	D
0216	Q	LICENSED	032793	032793	I	97	2077540006	003	00		D
0218	Q	LICENSED	032793	032793	I	97	2077540006	014	00		D
0220	Q	LICENSED	121199	121199	D	99	8190530002	014	00		
0233	X	EXP-T	070193		D	92	2077540003	000	01	090195	D
0233	1	LOST-Q	090197	052693	D	92	2077540005	000	01	090195	D
0240	1	LOST-Q	032795	032793	D	92	2077540006	001	00		D
0240	Q	LICENSED	020199	032793	I	99	2077540006	001	00		D
0440	Q	LICENSED	010599	010599	D	98	5869010003	000	00	022400	D

AGENT APPOINTMENT DISPLAY

AGENT# A036909 BUTLER,DOLLY ANN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0210	002	00	TE TEMP. EXPIRED	070193	123092	S	T	06	063093
	RCPT/APP 2077570004 CPNY 05250			INDEPENDENT LIFE & ACCIDENT INSURANCE CO					
0215	003	12	NR NOT RENEWED	090195	040293	S			093095
	RCPT/APP 3242070013 CPNY 05250			INDEPENDENT LIFE & ACCIDENT INSURANCE CO					
0215	009	12	NR NOT RENEWED	093097	042497	S			093097
	RCPT/APP 1430450001 CPNY 05095			BANKERS LIFE INSURANCE COMPANY PO BOX 15707 SAINT PETERSBURG FL 337335707					
0216	007	12	NR NOT RENEWED	093097	030197	S			093097
	RCPT/APP 1157780001 CPNY 05040			AMERICAN FIDELITY ASSURANCE COMPANY PO BOX 25523 OKLAHOMA CITY OK 731250523					
0216	010	12	RN RENEWED	100101	090897	S			093003
	RCPT/APP 5924960017 CPNY 05184			FEDERAL KEMPER LIFE ASSURANCE COMPANY 1600 MCCONNOR PKWY SCHAUMBURG IL 601966801					
0216	016	12	CN CANCELLED	062600	050599	S			093001
	RCPT/APP 7071830001 CPNY 05203			FARMERS AND TRADERS LIFE INSURANCE COMPA PO BOX 1056 SYRACUSE NY 132011056					
0216	021	12	RN RENEWED	100102	120299	S			093004
	RCPT/APP 0281990004 CPNY 05185			COTTON STATES LIFE INSURANCE COMPANY PO BOX 105303 ATLANTA GA 303485303					

AGENT APPOINTMENT DISPLAY

AGENT# A036909 BUTLER,DOLLY ANN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0216	046	12	OI ORIGINAL ISSUE	062702	062702	S			093004
	RCPT/APP 9148310003 CPNY 05161			AMERICAN EQUITY INVESTMENT LIFE INSURANC					
				5000 WESTOWN PKWY STE 440					
				WEST DES MOINES					IA
				502665921					
0218	006	12	NR NOT RENEWED	093097	012997	S			093097
	RCPT/APP 0724040005 CPNY 05480			PROTECTIVE LIFE INSURANCE COMPANY					
				PO BOX 2606					
				BIRMINGHAM					AL
				352022606					
0218	008	12	RN RENEWED	100101	041497	S			093003
	RCPT/APP 5797140045 CPNY 06040			PRINCIPAL LIFE INSURANCE COMPANY					
				711 HIGH ST					
				DES MOINES					IA
				503920001					
0218	011	12	RN RENEWED	100102	021098	S			093004
	RCPT/APP 9906300003 CPNY 05224			FORT DEARBORN LIFE INSURANCE COMPANY					
				300 E RANDOLPH ST					
				CHICAGO					IL
				606015099					
0218	012	12	NR NOT RENEWED	093002	040998	S			093002
	RCPT/APP 2275790030 CPNY 05480			PROTECTIVE LIFE INSURANCE COMPANY					
				PO BOX 2606					
				BIRMINGHAM					AL
				352022606					
0218	017	12	RN RENEWED	100101	092899	S			093003
	RCPT/APP 5724630007 CPNY 05082			U.S. FINANCIAL LIFE INSURANCE COMPANY					
				PO BOX 429560					
				CINCINNATI					OH
				452429560					
0218	019	12	RN RENEWED	100102	102199	S			093004
	RCPT/APP 0135050006 CPNY 05407			NEW ENGLAND LIFE INSURANCE COMPANY					
				501 US HIGHWAY 22					
				BRIDGEWATER					NJ
				088072441					

AGENT APPOINTMENT DISPLAY

AGENT# A036909 BUTLER,DOLLY ANN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0218	020	12	RN RENEWED	100102	111899	S			093004
	RCPT/APP 0138040050 CPNY 06190			METROPOLITAN LIFE INSURANCE COMPANY					
				501 US HIGHWAY 22					
				BRIDGEWATER					NJ
				088072441					
0218	022	12	RN RENEWED	100102	011200	S			093004
	RCPT/APP 0179120074 CPNY 06300			PRUDENTIAL INSURANCE COMPANY OF AMERICA					
				199 WATER ST # FL29					
				NEW YORK					NY
				10292					
0218	026	12	RN RENEWED	100102	020100	S			093004
	RCPT/APP 9909450025 CPNY 05044			AMERICAN FAMILY LIFE ASSURANCE COMPANY O					
				1932 WYNNTON RD					
				COLUMBUS					GA
				319990001					
0218	028	12	RN RENEWED	100102	022800	S			093004
	RCPT/APP 0355950081 CPNY 05219			FIRST COLONY LIFE INSURANCE COMPANY					
				PO BOX 1280					
				LYNCHBURG					VA
				245051280					
0218	030	12	RN RENEWED	100102	050300	S			093004
	RCPT/APP 0256900003 CPNY 05181			MEDICAL SAVINGS INSURANCE COMPANY					
				5835 W 74TH ST					
				INDIANAPOLIS					IN
				462781757					
0218	031	12	RN RENEWED	100102	051100	S			093004
	RCPT/APP 0055030007 CPNY 05941			PACIFIC LIFE & ANNUITY COMPANY					
				2300 MAIN ST					
				IRVINE					CA
				926146223					
0218	034	12	RN RENEWED	100102	062100	S			093004
	RCPT/APP 0257130024 CPNY 05245			GOLDEN RULE INSURANCE COMPANY					
				712 11TH ST					
				LAWRENCEVILLE					IL
				624392316					

AGENT APPOINTMENT DISPLAY

AGENT# A036909 BUTLER,DOLLY ANN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0218	038	12	RN RENEWED	100102	091900	S			093004
	RCPT/APP 0774600015 CPNY 05072			AMERICAN PIONEER LIFE INSURANCE COMPANY					
				PO BOX 12746					
				PENSACOLA					FL
				325912746					
0218	040	12	OI ORIGINAL ISSUE	072701	072701	S			093003
	RCPT/APP 5451450001 CPNY 05323			LIFE INVESTORS INSURANCE COMPANY OF AMER					
				4333 EDGEWOOD RD NE					
				CEDAR RAPIDS					IA
				524990001					
0218	049	12	OI ORIGINAL ISSUE	040103	040103	S			093005
	RCPT/APP 2271260001 CPNY 05173			CONSTITUTION LIFE INSURANCE COMPANY					
				PO BOX 12746					
				PENSACOLA					FL
				325912746					
0220	024	12	RN RENEWED	100102	010500	S			093004
	RCPT/APP 0260680005 CPNY 09396			PROGRESSIVE SOUTHEASTERN INSURANCE COMPA					
				PO BOX 94964					
				CLEVELAND					OH
				441014964					
0220	025	12	RN RENEWED	100102	010500	S			093004
	RCPT/APP 0260650032 CPNY 02962			PROGRESSIVE EXPRESS INSURANCE COMPANY					
				PO BOX 94964					
				CLEVELAND					OH
				441014964					
0220	029	12	CN CANCELLED	041001	041100	S			093002
	RCPT/APP 0543040002 CPNY 01460			ENCOMPASS INDEMNITY COMPANY					
				120 S RIVERSIDE PLZ FL 5					
				CHICAGO					IL
				606063908					
0220	032	12	RN RENEWED	100102	060100	S			093004
	RCPT/APP 0149230004 CPNY 02980			ATLANTIC INDEMNITY COMPANY					
				1045 JAMES ST					
				SYRACUSE					NY
				132032703					

AGENT APPOINTMENT DISPLAY

AGENT# A036909 BUTLER,DOLLY ANN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0220	033	12	RN RENEWED	100102	060100	S			093004
	RCPT/APP 9931810004 CPNY 01974			PEAK PROPERTY AND CASUALTY INSURANCE COR					
				1045 JAMES ST					
				SYRACUSE NY					
				132032703					
0220	035	12	RN RENEWED	100102	081500	S			093004
	RCPT/APP 0136240006 CPNY 09261			ILLINOIS NATIONAL INSURANCE COMPANY					
				1 CONNELL DR # 1					
				BERKELEY HEIGHTS NJ					
				079222732					
0220	036	12	RN RENEWED	100102	081500	S			093004
	RCPT/APP 0357430004 CPNY 09368			NEW HAMPSHIRE INDEMNITY COMPANY INC.					
				4501 N POINT PKWY STE 300					
				ALPHARETTA GA					
				300222412					
0220	037	12	RN RENEWED	100102	081500	S			093004
	RCPT/APP 0356540001 CPNY 03450			AIG NATIONAL INSURANCE COMPANY, INC.					
				4501 N POINT PKWY STE 300					
				ALPHARETTA GA					
				300222412					
0220	039	12	OI ORIGINAL ISSUE	010101	010101	S			093003
	RCPT/APP 3112240003 CPNY 03043			CAPITOL PREFERRED INSURANCE COMPANY, INC					
				2255 KILLEARN CENTER BOULEVARD, STE. 101					
				TALLAHASSEE FL 32309					
0220	041	12	OI ORIGINAL ISSUE	110101	110101	S			093004
	RCPT/APP 6796040001 CPNY 03021			SAFEWAY PROPERTY INSURANCE COMPANY					
				3600 NW 43RD ST STE F2					
				GAINESVILLE FL					
				326068134					
0220	042	12	OI ORIGINAL ISSUE	040202	040202	S			093004
	RCPT/APP 8069680001 CPNY 09370			NORTHBROOK INDEMNITY COMPANY					
				120 S RIVERSIDE PLZ FL 5					
				CHICAGO IL					
				606063908					
0220	043	12	OI ORIGINAL ISSUE	040202	040202	S			093004
	RCPT/APP 8070030001 CPNY 03008			DEERBROOK INSURANCE COMPANY					
				120 S RIVERSIDE PLZ FL 5					
				CHICAGO IL					
				606063908					

AGENT APPOINTMENT DISPLAY

AGENT# A036909 BUTLER,DOLLY ANN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0220	045	12	OI ORIGINAL ISSUE	051602	051602	S			093004
	RCPT/APP 8621520003 CPNY 03051			NEW AMERICA INSURANCE COMPANY 101 FEDERAL PL STE 101 TARPON SPRINGS FL 346893600					
0220	047	12	OI ORIGINAL ISSUE	071902	071902	S			093004
	RCPT/APP 9323960020 CPNY 09412			PROGRESSIVE AMERICAN INSURANCE COMPANY PO BOX 94964 CLEVELAND OH 441014964					
0220	048	12	OI ORIGINAL ISSUE	122802	122802	S			093005
	RCPT/APP 1060410001 CPNY 02942			OLD REPUBLIC SURETY COMPANY PO BOX 4668 WINTER PARK FL 327934668					
0233	001	00	TE TEMP. EXPIRED	070193	123092	S	T	06	063093
	RCPT/APP 2077580004 CPNY 02876			DIRECT GENERAL INSURANCE COMPANY 1281 MURFREESBORO PIKE NASHVILLE TN 372172423					
0233	004	12	NR NOT RENEWED	090195	060293	S			093095
	RCPT/APP 3242090010 CPNY 02876			DIRECT GENERAL INSURANCE COMPANY 1281 MURFREESBORO PIKE NASHVILLE TN 372172423					
0233	005	12	NR NOT RENEWED	090195	010195	S			093095
	RCPT/APP 5663240015 CPNY 01393			AMERICAN GENERAL PROPERTY INS CO OF FLOR AMERICAN GENERAL CENTER, 120 SOUTH NASHVILLE TN 37250					
0240	014	12	CN CANCELLED	122199	020199	S			093001
	RCPT/APP 6425810001 CPNY 09768			MUTUAL PROTECTIVE INSURANCE COMPANY 1515 S 75TH ST OMAHA NE 681241618					

AGENT APPOINTMENT DISPLAY

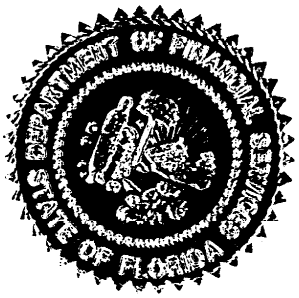
AGENT# A036909 BUTLER,DOLLY ANN [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0240	015	12	CN CANCELLED	021301	022299	S			093001
	RCPT/APP 6703280008 CPNY 09500			UNITED PACIFIC INSURANCE COMPANY					
				3 PARKWAY					
				PHILADELPHIA					PA
				191021321					
0240	023	12	RN RENEWED	100102	011200	S			093004
	RCPT/APP 0260730017 CPNY 87024			AETNA HEALTH INC.					
				1 PRUDENTIAL CIR					
				SUGAR LAND					TX
				774783833					
0440	013	12	CN CANCELLED	022400	010599	S			093001
	RCPT/APP 5714950001 CPNY 27051			BYRD INSURANCE AGENCY INC					

State of Florida

Department of Financial Services
Tallahassee, Florida
May 21, 2003

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that, James K. Waxler/License Number D016907/[redacted] is licensed as a customer representative in the State of Florida. Records are maintained in the official records of the Department of Insurance, 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.

Tom Gallagher

Chief Financial Officer

EXHIBIT
tabbies
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STATE OF FLORIDA

DEPARTMENT OF FINANCIAL SERVICES

The Capitol, Tallahassee, Florida 32399-0300

TOM GALLAGHER

CHIEF FINANCIAL OFFICER

DATE 05/20/2003

AGENT PERSONAL DATA INQUIRY

NAME WAXLER, JAMES K

AGENT# D016907 [redacted] RACE W SEX M
POB ALIQUIPPA PA

HOME STREET [redacted]
HOME OPT. STREET
HOME CITY STATE [redacted] [redacted] [redacted]

BUS. STREET BYRD INSURANCE CO
BUS. OPT. STREET 1509 SOUTH ST STE 1
BUS. CITY STATE LEESBURG FL ZIP 34748
BUS. CNTY. 12

MAIL STREET 14427 PEPPERMILL TRL
MAIL OPT. STREET
MAIL CITY STATE CLERMONT FL ZIP 347118180

AGENT LICENSE DISPLAY

AGENT# D016907 WAXLER, JAMES K [redacted]

TYCL	LIC	STATUS	CURRENT STATUS DATE	ORIGINAL ISSUE LIC DTE (LOI)	QT	YR	RCPT/APP	#ACT	TEMP	LAST LOST ACTIVE APPOINT DATE	RE
0214	F	FAILED	080300		D	00	1450300003	000	00	112800	A
0214	F	FAILED	101200		D	00	2161640002	000	00	112800	A
0214	G	INACTIVE	041403	112800	D	00	2661810001	000	00	112800	C
0216	G	INACTIVE	041403	112800	I	01	2661810001	000	00	031303	D
0218	G	INACTIVE	041403	101200	I	00	2661810001	000	00	041403	D
0240	F	FAILED	080300		D	00	1450300003	000	00	041403	A
0240	G	INACTIVE	041403	101200	D	00	2161640002	000	00	041403	C
0440	Q	LICENSED	050101	050101	D	01	4214950001	000	00	050101	A
0815	I	TERM/CANCEL	101200	100499	D	99	8212840003	000	00	100499	D
0818	I	TERM/CANCEL	101200	100499	I	99	8212840003	000	00		D

AGENT APPOINTMENT DISPLAY

AGENT# D016907 WAXLER, JAMES K [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0216	015	12	CN CANCELLED	031303	011501	S			022805
	RCPT/APP 1701540071 CPNY 05241			GREAT AMERICAN LIFE INSURANCE COMPANY					
				PO BOX 5416					
				CINCINNATI					OH
				452015416					
0218	013	12	AT INVALID STATUS	041403	121800	S			022805
	RCPT/APP 1620420033 CPNY 05181			MEDICAL SAVINGS INSURANCE COMPANY					
				5835 W 74TH ST					
				INDIANAPOLIS					IN
				462781757					
0218	014	12	AT INVALID STATUS	041403	121100	S			022805
	RCPT/APP 1704120216 CPNY 05245			GOLDEN RULE INSURANCE COMPANY					
				712 11TH ST					
				LAWRENCEVILLE					IL
				624392316					
0218	016	12	CN CANCELLED	021802	020201	S			022803
	RCPT/APP 3339060006 CPNY 05930			UNITED WISCONSIN LIFE INSURANCE COMPANY					
				PO BOX 19032					
				GREEN BAY					WI
				543079032					
0240	012	12	CN CANCELLED	051502	101200	S			022803
	RCPT/APP 2230860001 CPNY 05193			CONSECO MEDICAL INSURANCE COMPANY					
				303 N MAIN ST					
				ROCKFORD					IL
				611011018					
0240	020	12	AT INVALID STATUS	041403	110901	S			022904
	RCPT/APP 6555230001 CPNY 03450			AIG NATIONAL INSURANCE COMPANY, INC.					
				4501 N POINT PKWY STE 300					
				ALPHARETTA					GA
				300222412					
0240	021	12	AT INVALID STATUS	041403	110901	S			022904
	RCPT/APP 6555230002 CPNY 09368			NEW HAMPSHIRE INDEMNITY COMPANY INC.					
				4501 N POINT PKWY STE 300					
				ALPHARETTA					GA
				300222412					

AGENT APPOINTMENT DISPLAY

AGENT# D016907 WAXLER, JAMES K [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0240	022	12	AT INVALID STATUS	041403	110901	S			022904
	RCPT/APP 6555230003 CPNY 09261			ILLINOIS NATIONAL INSURANCE COMPANY					
				1 CONNELL DR # 1					
				BERKELEY HEIGHTS					NJ
				079222732					
0818	001	00	CN CANCELLED	101200	102799	S			022802
	RCPT/APP 8593280001 CPNY 05930			UNITED WISCONSIN LIFE INSURANCE COMPANY					
				PO BOX 19032					
				GREEN BAY					WI
				543079032					
0818	002	00	CN CANCELLED	101200	122099	S			022802
	RCPT/APP 8986370001 CPNY 05885			PROVIDENT AMERICAN LIFE & HEALTH INSURAN					
				17800 ROYALTON RD					
				STRONGSVILLE					OH
				441365149					
0818	003	07	CN CANCELLED	101200	122099	C			022802
	RCPT/APP 8986370002 CPNY 05885			PROVIDENT AMERICAN LIFE & HEALTH INSURAN					
				17800 ROYALTON RD					
				STRONGSVILLE					OH
				441365149					
0818	004	12	CN CANCELLED	101800	122099	C			022802
	RCPT/APP 8986370003 CPNY 05885			PROVIDENT AMERICAN LIFE & HEALTH INSURAN					
				17800 ROYALTON RD					
				STRONGSVILLE					OH
				441365149					
0818	005	17	CN CANCELLED	101200	122099	C			022802
	RCPT/APP 8986370004 CPNY 05885			PROVIDENT AMERICAN LIFE & HEALTH INSURAN					
				17800 ROYALTON RD					
				STRONGSVILLE					OH
				441365149					
0818	006	26	CN CANCELLED	101200	122099	C			022802
	RCPT/APP 8986370005 CPNY 05885			PROVIDENT AMERICAN LIFE & HEALTH INSURAN					
				17800 ROYALTON RD					
				STRONGSVILLE					OH
				441365149					

AGENT APPOINTMENT DISPLAY

AGENT# D016907 WAXLER, JAMES K [redacted]

TYCL	REF#	CNTY	STATUS	DATE	OI DATE	S/C	T	#MO	EXPIRES
0818	007	00	CN CANCELLED	101200	082800	S			
	RCPT/APP 1882930003 CPNY 05193			CONSECO MEDICAL INSURANCE COMPANY					
				303 N MAIN ST					
				ROCKFORD					IL
				611011018					
0818	008	07	CN CANCELLED	101200	082800	C			
	RCPT/APP 1882930004 CPNY 05193			CONSECO MEDICAL INSURANCE COMPANY					
				303 N MAIN ST					
				ROCKFORD					IL
				611011018					
0818	009	12	CN CANCELLED	101200	082800	C			
	RCPT/APP 1882930005 CPNY 05193			CONSECO MEDICAL INSURANCE COMPANY					
				303 N MAIN ST					
				ROCKFORD					IL
				611011018					
0818	010	17	CN CANCELLED	101200	082800	C			
	RCPT/APP 1882930006 CPNY 05193			CONSECO MEDICAL INSURANCE COMPANY					
				303 N MAIN ST					
				ROCKFORD					IL
				611011018					
0818	011	26	CN CANCELLED	101200	082800	C			
	RCPT/APP 1882930007 CPNY 05193			CONSECO MEDICAL INSURANCE COMPANY					
				303 N MAIN ST					
				ROCKFORD					IL
				611011018					

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/ebsa

Information Letter

November 4, 2002

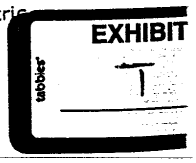
Mr. Sherwin Kaplan
Thelen Reid & Priest LLP
Attorneys At Law
Market Square, Suite 800
701 Pennsylvania Avenue, NW
Washington, DC 20004-2608

Dear Mr. Kaplan:

This is in response to your letter, dated September 17, 2002, to our Los Angeles Regional Office (LARO) regarding the application of Title I of the Employee Retirement Income Security Act of 1974, as amended (ERISA), to the International Union for the Natural Health, Complementary & Alternative Medicine Professions (Natural Health Union) Health and Welfare Fund (Fund). Specifically, you asked the Department of Labor (Department) to make a finding that the Fund is established or maintained under or pursuant to one or more collective bargaining agreements for purposes of section 3(40)(A)(i) of ERISA. Your request is premised, at least in part, on your interest in asserting ERISA preemption as a defense in a proceeding initiated by the Washington State Insurance Commissioner seeking to apply Washington insurance law to the Fund.

Based on the information you submitted to LARO, it appears that the Natural Health Union established the Fund in May of 2000 to provide health, medical and other welfare benefits to its members and their beneficiaries. It also appears that the Natural Health Union purports to be an employee organization within the meaning of section 3(4) of ERISA. The Natural Health Union and various employers (including self-employed individuals), either directly or through certain purported employer associations, apparently entered into agreements that govern contributions to the Fund. Contributions from participating employers and other assets are held in trust by the Fund. The Fund's third-party administrator, Advanced Administration, Inc., makes benefits payments from Fund assets. The Fund provides benefits to the employees of two or more employers. As of the date of your request, benefits were being provided to approximately 3,000 individuals.

Section 514(a) of Title I of ERISA generally preempts state laws purporting to regulate an employee benefit plan covered under that title. There are, however, exceptions to this general preemption provision. The relevant exception for purposes of your inquiry is in section 514(b)(6)(A), which allows state insurance regulation of MEWAs and MEWA trusts without regard to whether they are employee benefit plans covered by Title I of ERISA. Section 3(40)(A) of ERISA defines the term MEWA, in relevant part, to mean: "[A]n employee welfare benefit plan, or any other arrangement (other than an employee welfare benefit plan), which is established or maintained for the purpose of offering or providing any benefit described in [section 3(1) of ERISA] to the employees of two or more employers (including one or more self-employed individuals), or to their beneficiaries, except that such term does not include any such plan or other arrangement which is established or maintained - (i) under or pursuant to one or more agreements which the Secretary [of Labor] finds to be collective bargaining agreements, (ii) by a rural electric cooperative, or (iii) by a rural telephone cooperative association."



As you know, the Department, as a matter of policy, has refrained from making findings under section 3(40)(A)(i) regarding specific collective bargaining agreements. Rather than making case-specific determinations, the Department proposed a regulation with standards and procedures to facilitate determinations as to whether a plan or other arrangement would be treated as established or maintained under or pursuant to one or more collective bargaining agreements for purposes of the exception under ERISA section 3(40)(A)(i). See 65 Fed. Reg. 64482 (Oct. 27, 2000). The preamble of the proposed regulation describes some of the relevant history regarding this issue. The Department currently is in the process of promulgating a final rule. Accordingly, in accordance with longstanding policy, the Department has determined not to make a finding under section 3 (40)(A)(i) of ERISA in this case.

It has been the Department's position that, in the absence of such a finding, a plan or other arrangement that provides welfare benefits to the employees of two or more employers, and not otherwise excepted from the MEWA definition, is a MEWA. Nothing in the material we received suggested that the Fund is established or maintained by a rural electric cooperative or rural telephone cooperative association as defined in section 3(40) of ERISA. Accordingly, based on the information we have reviewed, the Fund would be a MEWA within the meaning of ERISA section 3(40)(A). We do not need to make, and are not making, any determinations in this letter regarding whether the Fund is itself a plan within the meaning of section 3(1) of ERISA because, as explained below, even if the Fund is an ERISA covered plan, it would be subject to the provisions of ERISA governing employee welfare benefit plans, and would also be subject to a broad range of state insurance laws.

Section 514(b)(6)(A)(i) of ERISA provides that, in the case of a MEWA that is itself a plan and is fully insured, states may apply to and enforce against the MEWA any state insurance law requiring the maintenance of specific reserves or contributions designed to ensure that the MEWA will be able to satisfy its benefit obligations in a timely fashion. In the Department's view, section 514(b)(6)(A)(i) enables states to subject such MEWAs to licensing, registration, certification, financial reporting, examination, audit and any other requirement of state insurance law necessary to ensure compliance with state insurance reserve, contribution and funding requirements. Section 514(b)(6)(D) provides that a MEWA is "fully insured" for this purpose, "only if the terms of the arrangement provide for benefits the amount of all of which the Secretary determines are guaranteed under a contract, or policy of insurance, issued by an insurance company, insurance service, or insurance organization, qualified to conduct business in a State."

In the case of a MEWA that is itself a plan but is not fully insured, section 514(b)(6)(A)(ii) of ERISA allows any state insurance laws to be applied to the MEWA subject only to the limitation that the law is "not inconsistent" with Title I of ERISA. The Department has expressed the view that a state insurance law would not be inconsistent with Title I if it requires a MEWA to meet more stringent standards of conduct, or to provide greater protection to plan participants and beneficiaries than required by ERISA. The Department has also expressed the view that a state law regulating insurance would not, in and of itself, be inconsistent with the provisions of Title I if it requires a license or certificate of authority as a condition to transacting business, requires maintenance of specific reserves or contributions designed to ensure that the MEWA will be able to satisfy its benefit obligations in a timely fashion, requires financial reporting, examination or audit, or subjects persons who fail to comply with such requirements to taxation, fines, civil penalties, and injunctive relief.

If a MEWA is not itself an ERISA covered plan, which is often the case, ERISA's preemption provisions do not prohibit States from regulating the MEWA in accordance with applicable state insurance law. In such cases, the Department would view each employer member using the MEWA to provide welfare benefits to its employees as having established a separate welfare benefit plan subject to ERISA. The Department has concurrent jurisdiction with the States to regulate persons who operate such MEWAs to the extent those persons have responsibility for, or control over, the assets of ERISA plans that

participate in the MEWA. When the sponsor of an ERISA-covered plan uses a MEWA to provide health care coverage for its employees, the assets of the MEWA generally are considered to include the assets of the plan, unless the MEWA is a state licensed insurance company. In exercising discretionary authority or control over plan assets, such as paying administrative expenses and making benefit claim determinations, the person or persons operating the MEWA would be performing fiduciary acts governed by ERISA's fiduciary provisions.

We hope this is of assistance to you. Should you have any questions concerning this letter, please feel free to contact me at 202.693.8523.

Sincerely,
John J. Canary
Chief, Division of Coverage, Reporting and Disclosure
Office of Regulations and Interpretations
cc: Honorable Mike Kreidler, Washington State Insurance Commissioner

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1.866.275.7922
TTY: **1.877.889.5627**
Contact Us

State of Florida

OFFICE OF INSURANCE REGULATION
Tallahassee, Florida

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

Dated this 20th Day of February, 2003

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following company or individual currently holds, or has ever held, a CERTIFICATE OF AUTHORITY from the Office authorizing the company or individual to transact insurance as an insurer in any capacity:

Progressive Health Alliance ("PHA")
International Union For The Natural Health, Complementary & Alternative Medicine("IUNHCAMP")
Professions Health and Welfare Fund
Natural Health Union ("NHU")
UNIChoice Health & Welfare Benefit Plan
International Union of Industrial & Independent Workers Benefit Fund ("IUIIW")
UnionCare Health & Welfare Benefit Plan
Oak Tree Administrators. Inc.

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

ector, Office of Insurance Regulation

EXHIBIT
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