

MIKE WINSOR

Office of the Commissioner of Securities and
Insurance, Montana State Auditor (CSI)
840 Helena Avenue
Helena, Montana 59601
(406) 444-2040

Attorney for the CSI

**BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE
MONTANA STATE AUDITOR**

IN THE MATTER OF:

NATIONAL ALLIANCE OF ASSOCIATIONS, a.k.a.
NATIONAL TRADE BUSINESS ASSOCIATION, a.k.a.
NATIONAL TRANSPORTATION BENEFITS
ALLIANCE ASSOCIATION, a.k.a. NATIONAL TRADE
BUSINESS ALLIANCE OF AMERICA, a.k.a.
ALLIANCE ASSOCIATION HEALTH, a.k.a
QUALIFIED ADMINISTRATIVE SPECIALISTS OF
AMERICA, a.k.a. AMERICAN EMPLOYERS
ASSOCIATION, a.k.a. NATIONAL ALLIANCE
HEALTHCARE, a.k.a. HEALTHCARE ALLIANCE,
a.k.a. ASSOCIATION HEALTH CARE
MANAGEMENT INC., a.k.a. ALLIANCE HEALTH,
a.k.a AFFINITY HEALTH, a.k.a AFFINITY
ASSOCIATION GROUP, a.k.a. NATIONAL
ASSOCIATION OF PRIVATE ENTERPRISE, a.k.a.
ALLIANCE ASSOCIATION HEALTH, a.k.a.
NATIONAL ALLIANCE OF ENTREPRENEURS;

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

THOMAS J. SULLIVAN; JAMES DOYLE;
CHRISTOPHER ASHIOTES; ROBERT FORTIER; and
MICHAEL B. ROBERTS; individually and/or in their
capacities as officers, directors or agents of the above-
named entities;

CASE NO. INS-2007-79

**FINAL AGENCY DECISION BY
DEFAULT**

ACCESS ONE CONSUMER HEALTH INC., CAREY DANIEL ADAMS; and JULIAN STUART CRAWFORD; individually and/or in their capacities as officers, directors or agents of the immediately foregoing entities;

SEBRITE AGENCY INC.; MINNESOTA E-BIZ; DIRECT SERVICES ASSOCIATION; DP HEALTH MANAGEMENT SERVICES LLC; WORLDWIDE INSURANCE AND REINSURANCE SERVICES INC.; PRO-TEC ADMINISTRATORS/ ENHANCEMENT SERVICES INC.; CONSUMER ALLIANCE USA, a.k.a CAUSA; PROFESSIONAL RISK AND ASSET MANAGEMENT INSURANCE SERVICES INC.; SMART DATA SOLUTIONS LLC;

RICHARD RANDALL, JR.; TONY DENNIS; CODY KOTKE; RANDY TROLLOP; CHRIS NOVINGER; JOHN VANHARA; YAMIL D. EMEDAN; CHRISTOPHER HUMMER; CARMEN JOY; AL KLINE; DEREK A. SEIWERT; JERRY SARVADI, a.k.a GERALD SARVADI; MARK KUHL; SCOTT INTRAVIA; CAMERON STRONG; MICHAEL SACKETT and DAVID P. WILSON; BART POSEY; RICHARD BACHMAN; OBED KIRKPATRICK; individually and/or in their capacities as officers, directors or agents of the immediately foregoing entities;

CLAIMS AND BENEFIT MANAGEMENT INC., a.k.a CLAIMS MANAGEMENT SERVICE, a.k.a CBM ADMINISTRATORS, a.k.a. CBMC; HEALTHCARE RECOVERY SYSTEMS, INC.; INTEGRATED HEALTH BENEFITS; NATIONAL ALLIANCE OF BENEFIT SERVICES ASSOCIATION; BRAD WESSLER; individually and/or in their capacities as officers, directors or agents of the immediately foregoing entities;

PAYLOGIX, LLC; RICHARD PFADENHAUER, and LEE DELORENZO, individually and/or in their capacities as officers, directors or agents of PAYLOGIX;

Respondents.

On September 4, 2009, the Office of the Commissioner of Securities and Insurance, Montana State Auditor (CSI), filed a Notice of Proposed Agency Action and Opportunity for Hearing (Notice) against the above-named Respondents.

Respondents National Alliance of Associations, a.k.a. National Trade Business Association, a.k.a. National Transportation Benefits Alliance Association, a.k.a. National Trade Business Alliance of America, a.k.a. Alliance Association Health, a.k.a. Qualified Administrative Specialists Of America, a.k.a. American Employers Association, a.k.a. National Alliance Healthcare, a.k.a. Healthcare Alliance, a.k.a. Association Health Care Management Inc., a.k.a. Alliance Health, a.k.a. Affinity Health, a.k.a. Affinity Association Group, a.k.a. National Association of Private Enterprise, a.k.a. Alliance Association Health, a.k.a. National Alliance of Entrepreneurs; Professional Benefits Consultants of Delaware, a.k.a. Professional Benefits Consultants Inc., a.k.a. PBC Direct, a.k.a. Personal Benefits Consultants Inc.; Direct Services Association; DP Health Management Services LLC; Smart Data Solutions LLC; Christopher Ashiotes; Michael B. Roberts; Bart Posey; Richard Bachman; Obed Kirkpatrick; Chris Novinger; and John Vanhara (Default Respondents) failed to answer or otherwise defend within 15 days of service of the Notice of Proposed Agency Action and Opportunity for Hearing.

On April 19, 2011, the CSI moved for entry of default as against the Default Respondents. On April 22, 2011, default was entered as against the Default Respondents by the Hearing Examiner, appointed herein. The Notice, incorporated herein by reference, alleged that the Default Respondents, in concert with the other Respondents, committed multiple violations of the Montana Insurance Code, Mont. Code Ann. § 33-1-101, et seq. (Code).

Pursuant to Mont. Code Ann. § 33-1-317, the Commissioner of Securities and Insurance, Montana State Auditor (Commissioner), may fine the Default Respondents up to \$25,000 per each violation of the Code, in addition to other penalties. Pursuant to Mont. Code Ann. § 33-1-

318, the Commissioner may issue an order directing the Respondents to cease and desist transacting the business of insurance in Montana. Staff of the CSI has asserted that a fine of \$25,000 is appropriate and should be imposed, jointly and severally, upon the Default Respondents. Additionally, staff has asserted that the Commissioner should issue an order directing the Default Respondents to permanently cease and desist transacting the business of insurance in Montana.

Based upon the evidence and exhibits, the Commissioner makes the following determinations:

FINDINGS OF FACT

I. Multiple Respondents Acted in Concert to Violate the Insurance Code

1. At all times material, Respondents are or were affiliated persons and entities who, in concert, offered, sold, and distributed medical care discount cards in the state of Montana without proper licensure to at least 57 Montana insurance consumers through unlicensed producers, aided and assisted in that regard, or acted as third party administrators in the state of Montana without certificates of registration.

2. At all times material hereto, each Respondent was the agent, servant, employee, or in some other legal relationship to the others, whereby legal liability is imputed from one party to the other.

3. At all times material hereto, Respondents, and each of them, were acting within the course and scope of their agency, servant or employee relationships.

4. At all times material hereto, the entities named herein were or are used as a subterfuge to justify the wrongs or perpetrate the fraud alleged herein.

A. NAA and PBC

5. National Alliance of Associations (NAA) purported to provide disability (health) insurance, accidental death benefits, and distributed medical care discount cards to consumers. NAA was not properly licensed to distribute its products in Montana.

6. At various times, NAA appeared to have done business under various names including, but not necessarily limited to, the following: National Trade Business Association, National Transportation Benefits Alliance Association, National Trade Business Alliance of America, Alliance Association Health, Qualified Administrative Specialists of America, American Employers Association, National Alliance Healthcare, Healthcare Alliance, Association Healthcare Management, Inc., Affinity Health Plans of America, Alliance Health, Affinity Health, Affinity Association Group, National Association of Private Enterprise, and National Alliance of Entrepreneurs.

7. At all times material hereto, NAA and all of its aliases listed above in Paragraph 2 did business at 141 Ganttown Road, Turnersville, NJ, 08012. Whenever reference is made herein below to NAA, it is understood to include and refer to NAA acting under any or all of its aliases.

8. At all times material hereto, Professional Benefits Consultants of Delaware, a.k.a. Personal Benefits Consultants, Inc., a.k.a. Professional Benefits Consultants, Inc., d.b.a. PBC Direct (PBC), like NAA, also did business at 141 Ganttown Road, Turnersville, NJ, 08012.

9. Whenever reference is made herein below to PBC, it is understood to include and refer to PBC acting under any or all of its aliases as listed in Paragraph 4 above.

10. PBC was primarily engaged in the business of marketing and distribution of health insurance and medical care discount card products for NAA but also acted as an administrator in Montana by automatically withdrawing money from Montana consumers' accounts.

11. PBC was not licensed to transact insurance in Montana or to solicit or sell medical care discount cards. PBC did not have an administrator license, a producer license, or any other license in Montana.

12. NAA and PBC were operated by the same individuals from the same addresses, with the same phone numbers.

13. At all times material hereto, Christopher Ashiotes was a vice-president, marketing director, and insurance producer for PBC, and owned the property where NAA and PBC operated; Michael B. Roberts was an officer and director of compliance and training for NAA.

B. Access One, Medical Care Discount Card

14. NAA and/or PBC contracted with Access One to provide the medical care discount card component of the NAA bundled product.

15. Access One did not obtain a certificate of registration as a medical care discount card supplier in the state of Montana prior to the solicitation and sale of its products in Montana.

C. Producer Agencies, TPA's, Associations, and "Limited Benefit" Insurance Policies

16. In the original plans sold to Montana consumers, three producer agencies obtained limited group medical benefit insurance to insure three associations which were affiliated with or within the producer agencies' control. The insurance products were bundled with the Access One medical care discount card and sold to the general public. Solicitors told Montana consumers they were purchasing NAA comprehensive health insurance and after purchasing the NAA product consumers were informed that they were so-called "members" of the various associations who had purchased "limited benefits" and discounts.

17. "Limited benefits" was a term used by NAA which referred to what were basically accident policies or mini-med policies bundled with discount products.

18. These producer agencies were Sebrite Agency Inc. (Sebrite), Worldwide Insurance and Reinsurance Inc. (Worldwide), and Professional Risk and Asset Management Inc. (PRAM).

19. The original associations were Minnesota E-Biz corporation (formed by Sebrite), Direct Services Association (DSA), affiliated with Worldwide, and Consumer Alliance USA (CAUSA) (affiliated with PRAM).

20. In later plans sold to Montana consumers, the associations DSA and CAUSA were replaced by Affinity Group Benefits Association Inc. (AGBAI) and Consolidated Workers Association (CWA).

Sebrite, Minnesota E-Biz and the NUFIC “Flex Shield” Policy

21. Sebrite is a Minnesota corporation and has or had a producer agency license in Montana for property and casualty but was not licensed for health insurance.

22. On or about June 1, 2007, Sebrite and Minnesota E-Business Association, entered into an affiliation agreement with NAA to contract for the procurement of a “Flex Shield” employee benefit plan from AIG subsidiary National Union Fire Insurance Company (NUFIC) for Minnesota E-Biz members; the plan was procured later that month. Minnesota E-Biz did not have any employees.

23. According to the agreement, NAA was authorized to solicit and sell the product as a sub-producer for Sebrite. AIG/NUFIC was not a party to the affiliation agreement and did not authorize NAA as a sub-producer for Sebrite. After it discovered the affiliation with NAA, NUFIC terminated the policy.

CAUSA, Sebrite/Minnesota E-Biz, PRAM, and the Guarantee Trust Life “Blanket Accident Coverage” Policy

24. Consumer Alliance USA Inc. (CAUSA) is or was a Missouri corporation.

25. Professional Risk and Asset Management Insurance Services Inc. (PRAM) is or was a California corporation and had a Montana producer agency license.

26. On April 28, 2007, Sebrite Agency, Minnesota E-Biz, and CAUSA, entered into an affiliation agreement whereby the parties agreed to affiliate for the purpose of representing to NAA purchasers that they were covered by a Guarantee Trust Life "Blanket Accident Coverage" policy. The Guarantee Trust Life policy was issued to CAUSA as the policyholder.

27. The Guarantee Trust Life policy sold to Montana NAA purchasers and provided in fulfillment packages was not approved for sale in Montana.

Worldwide, Pro-Tec/ESI, DSA, and the Presidential Life Accident/Emergency Room Policy

28. At all times material hereto, Worldwide Insurance and Reinsurance Services, Inc. (Worldwide) was a producer agency located in Lewisburg, Pennsylvania. Worldwide was not licensed to transact insurance in Montana.

29. Pro-Tec Administrators/Enhancement Services Inc. (Pro-Tec/ESI) was a third party administrator incorporated in Texas and located in Jacksonville, Florida. Pro Tec/ESI did not have a Montana administrator's license.

30. Direct Services Association (DSA) is a South Carolina corporation. Chris Novinger was the president of DSA.

31. DSA was managed by DP Health Management Services, LLC, a Nevada company located in Las Vegas. John Vanhara was the managing member of DP Health Management Services, LLC.

32. NAA affiliated with Worldwide in order to procure an Accident/Emergency Room policy for DSA in order to bundle it with the other NAA benefits. The policy was issued on

January 1, 2007. Worldwide represented to Presidential that the association DSA was an employer group and that the policy would only be sold in South Carolina. Pro-Tec/ESI was purportedly the third-party administrator.

33. After receiving calls from NAA members, Presidential learned that DSA was affiliated with and was marketing the benefit through NAA with which Presidential had no relationship. Presidential immediately ordered DSA to cease and desist all marketing through NAA.

**SDS, AGBAI, and the Transamerica Life Insurance Company
TransChoice Policy**

34. Smart Data Solutions, LLC (SDS), was a Tennessee corporation located in Springfield, Tennessee. Bart Posey was president of SDS and Richard Bachman was vice-president. Obed Kirkpatrick was an agent of SDS. SDS, Bart Posey and Richard Bachman were not licensed in any capacity by the CSI.

35. Affinity Group Benefits Association, Inc. (AGBAI) was a North Carolina corporation with an office in Concord, North Carolina.

36. In August 2007, AGBAI entered into a marketing service agreement with SDS pursuant to which SDS was responsible for marketing and the day-to-day operations of AGBAI including development of marketing plans to obtain new members, and hiring marketing organizations to approach new potential members, and administration.

37. Additionally, under the agreement, SDS's responsibilities were to: a) negotiate for services and products on AGBAI's behalf; b) make health insurance benefits available to AGBAI members; c) bill and collect monthly dues and insurance premiums for all members; d) handle and send fulfillment packages (including insurance cards and explanations of benefits) to new

members; and e) provide live customer support operators and licensed representatives at its offices in Tennessee.

38. SDS employees were not licensed producers in Montana and SDS was not a registered administrator or licensed in any capacity by the CSI.

39. On September 4, 2007, Richard Bachman submitted an application for a TransChoice policy to Transamerica Life Insurance Company (Transamerica) to be issued to AGBAI. Also on September 4, 2007, AGBAI and SDS executed a Premium Collection Agreement which authorized SDS to serve as AGBAI's premium collection administrator. As such, SDS's duties included the handling of all insurance premium billing and collection matters for AGBAI.

40. Around September 4, 2007, Transamerica issued a TransChoice Plus group policy to AGBAI to be sold in North Carolina with an effective date of September 1, 2007. The TransChoice policy provided limited benefits.

41. On September 25, 2007, AGBAI entered into an affiliation agreement with NAA which purportedly authorized AGBAI to provide NAA members the TransChoice Plus group policy that AGBAI offered its members and required NAA to collect AGBAI-affiliated member dues from NAA members and remit those dues to AGBAI.

42. Transamerica was unaware of the affiliation agreement between NAA and AGBAI; yet, NAA, PBC, SDS, and their agents and affiliates sold the TransChoice product to the general public nationally and in Montana via fax blast solicitations. NAA, PBC, SDS, and their principals also prepared to rollover existing NAA enrollees into the TransChoice policy issued to AGBAI.

43. SDS began collecting premiums directly from the bank accounts of NAA members in January of 2008.

44. On February 13, 2008, as a result of discovering the NAA connection and receiving consumer complaints, Transamerica terminated Bachman's appointment as a Transamerica producer and informed SDS and Bachman that it would not accept any new enrollments in connection with AGBAI.

Paylogix, LLC

45. Paylogix, LLC (Paylogix) is one of the entities that acted as an administrator by taking withdrawals from Montana members' bank accounts on behalf NAA.

46. On July 20, 2006, Paylogix entered into an Administrative Service Agreement with NTBAA. Paylogix continued the relationship after NTBAA changed its name to NAA.

II. Fraudulent Solicitation

47. At all times material hereto, the Respondents contracted with various enrollers to market and solicit their products through illegal mass "fax blasting" (sending unsolicited faxes) nationwide and in Montana. These entities misrepresented the products sold to Montana consumers, consisting of individuals and employers, in a manner which led consumers to believe that they were purchasing comprehensive health insurance.

48. All of the fax solicitations obtained by the CSI, with some variations in format, purported to offer \$25 out-of-pocket discounted doctor visits, monthly premiums for individuals of \$199, monthly premiums for couples ranging from \$279 to \$299, and monthly premiums for families ranging from \$349 to \$369 together with an enrollment fee of \$125.

49. The fax solicitations represented that the product was insurance and "not discount healthcare," and offered 60% off eye exams, hearing aids, and glasses; discounts on prescription drugs and medical supplies; \$10,000 accidental injury coverage; and \$20,000 accidental death

coverage. Some of the faxes represented that the company would cover ground and air emergency medical transportation and 100% of surgery schedule.

50. When Montana consumers called the number listed on the faxes, they were told that they would not be given any additional information unless they gave enrollers their bank account numbers, their routing numbers, their bank name and their social security numbers for automatic withdrawals.

51. Respondents fraudulently represented that they were affiliated with Beechstreet.

52. The Respondents, either individually or through their agents, made false representations about the insurance benefits, which led Montana consumers to believe that they were purchasing comprehensive or major medical health insurance. The Respondents accepted premiums from Montana consumers knowing that this coverage would not be provided.

53. During the course of soliciting the sale of medical discount cards and insurance, Respondents intentionally, or recklessly, misrepresented material facts relating to their ability to lawfully transact insurance and medical care discount card products in Montana and the coverages purported to be provided by their products with the intention of inducing Montana consumers to rely on those representations to their detriment, or accepted premium and other money knowing that coverage would not be provided.

CONCLUSIONS OF LAW

1. The CSI has jurisdiction over this matter. Mont. Code Ann. § 33-1-311.

2. A person or entity may not transact a business of insurance in Montana or a business relative to a subject resident, located, or to be performed in Montana without complying with the Montana Insurance Code (Code). Mont. Code Ann. § 33-1-102(1).

3. "Person" includes an individual, insurer, company, association, organization, Lloyd's, society, reciprocal or interinsurance exchange, partnership, syndicate, business trust, corporation, or any other legal entity. Mont. Code Ann. § 33-1-202. Each of the respondents are persons as defined by Mont. Code Ann. § 33-1-202.

4. Insurance is as a contract whereby one undertakes to indemnify another or pay or provide a specified or determinable amount or benefit upon determinable contingencies. Mont. Code Ann. § 33-1-201(5).

5. The "insured benefit" component of the NAA product constituted insurance because the product purports to indemnify members or pay a specified or determinable amount or benefit for medical expenses upon determinable contingencies. Mont. Code Ann. § 33-1-201(5).

6. "Transact," with respect to insurance, includes any of the following: (a) solicitation and inducement; (b) preliminary negotiations; (c) effectuation of a contract of insurance; or (d) transaction of matters subsequent to effectuation of the contract of insurance and arising out of it. Mont. Code Ann. § 33-1-201.

7. Default Respondents, acted in concert, with the other Respondents to transact insurance in Montana by soliciting sales through mass faxing and the internet, negotiating sales of the NAA product, accepting consideration in exchange for the NAA product, and sending insurance identification cards and membership materials to purchasers. Default Respondents transacted insurance in a manner that did not comply with the Code.

8. A medical care discount card supplier may not market, promote, sell, or distribute a medical care discount card in this state unless the supplier holds a certificate of registration as a supplier issued by the Commissioner. Mont. Code Ann. § 33-38-105.

9. "Medical care discount card" means a paper or plastic device or other mechanism, arrangement, account, or other device that does not constitute insurance, as defined in § 33-1-201, that purports to grant, for consideration, a discount or access to a discount in a medical care-related purchase from a health care provider. Mont. Code Ann. § 33-38-102.

10. "Medical care discount card supplier" means a person engaged in selling or furnishing, either as principal or agent, for consideration, one or more medical care discount cards to another person or persons. Mont. Code Ann. § 33-38-102.

11. NAA, PBC, and Christopher Ashiotes were medical discount card suppliers who committed multiple violations of Mont. Code Ann. § 33-38-105 by marketing or promoting a medical card discount plan in the state of Montana without first applying for and receiving a certificate of registration.

12. PBC violated Mont. Code Ann. § 33-17-603 by failing to obtain a certificate of registration before acting as third party administrator.

13. A person commits the act of insurance, medical care discount card, or pharmacy discount card fraud, when in the course of offering or selling insurance, a medical discount card, or a pharmacy discount card, the person misrepresents a material fact, known to the person to be untrue or made with reckless indifference as to whether it is true, with the intention of causing another person to rely upon the misrepresentation to that relying person's detriment. Mont. Code Ann. § 33-1-1302.

14. Default Respondents, pursuant to a common scheme, conspired, and committed multiple violations of Mont. Code Ann. § 33-1-1302 by representing that the offered products provided coverage which was not provided. Default Respondents made these representations knowing that they were untrue or with reckless indifference as to the truth of the representations

with the intention of causing consumers to rely on the misrepresentation to the consumer's detriment.

15. A person commits the act of insurance fraud when the person accepts premium money knowing that coverage will not be provided. Mont. Code Ann. § 33-1-1202(4). Default Respondents, pursuant to a common scheme, conspired, and violated Mont. Code Ann. § 33-1-1202(4), by representing that their products provided coverage which was not provided.

ORDER

Based upon the foregoing, the Default Respondents: National Alliance of Associations, a.k.a. National Trade Business Association, a.k.a. National Transportation Benefits Alliance Association, a.k.a. National Trade Business Alliance of America, a.k.a. Alliance Association Health, a.k.a. Qualified Administrative Specialists Of America, a.k.a. American Employers Association, a.k.a. National Alliance Healthcare, a.k.a. Healthcare Alliance, a.k.a. Association Health Care Management Inc., a.k.a. Alliance Health, a.k.a. Affinity Health, a.k.a. Affinity Association Group, a.k.a. National Association of Private Enterprise, a.k.a. Alliance Association Health, a.k.a. National Alliance of Entrepreneurs; Professional Benefits Consultants of Delaware, a.k.a. Professional Benefits Consultants Inc., a.k.a. PBC Direct, a.k.a. Personal Benefits Consultants Inc.; Direct Services Association; DP Health Management Services LLC; Smart Data Solutions LLC; Christopher Ashiotes; Michael B. Roberts; Bart Posey; Richard Bachman; Obed Kirkpatrick; Chris Novinger; and John Vanhara are hereby ORDERED, jointly and severally, to pay a fine in the amount of Twenty-Five Thousand Dollars (\$25,000) to the State of Montana within (30) days of the entry of this Order, and to permanently CEASE and DESIST from transacting the business of Insurance in Montana.

DATED this 19th day of June, 2012.

MONICA J. LINDEEN
Commissioner of Securities and Insurance,
Montana State Auditor

By: 
CHRISTINE KAUFMANN
Acting Deputy Insurance Commissioner

CERTIFICATE OF SERVICE

I certify that this 20 day of June, 2012, a true and correct copy of the foregoing Motion for Entry of Final Agency Decision by Default was served on the following by U.S. mail with postage prepaid at the following addresses:

National Alliance of Associations, National Trade Business Association of America, et al.
141 Ganttown Road, Suite C, D, E
Turnersville, NJ 08012

Professional Benefits Consultants of Delaware, Professional Benefits Consultants, Inc., PBC Direct
141 Ganttown Road, Suite C, D, E
Turnersville NJ 08012

National Alliance of Associations, National Trade Business Association of America, et al.
2050 Springdale RD, STE 200
Cherry Hill, NJ 08003-2045

Professional Benefits Consultants of Delaware, Professional Benefits Consultants, Inc., PBC Direct
2050 Springdale RD, STE 200
Cherry Hill, NJ 08003-2045

Christopher Ashiotes
141 Ganttown Road, Suite C,D,E
Turnersville, NJ 08012

Christopher S. Ashiotes
2302 Fernwood Ave.
Atco, NJ 08004

Michael B. Roberts
1901 Clifton Dr.
Mesquite, TX 75149

Direct Services Association
75 Beattie Place
Greenville, SC 29601

Chris Novinger
600 Six Flags Drive, Suite 624
Arlington, TX 76011

DP Health Management Services, LLC
c/o EastBiz.Com, Inc.
5348 Vegas Dr.
Las Vegas, NV 89108

John Vanhara
c/o EastBiz.Com, Inc.
5348 Vegas Dr.
Las Vegas, NV 89108

Smart Data Solutions, LLC
4676 Highway 41 North
Springfield TN, 37172

Richard H. Bachman
1600 Magpie Cove
Austin, TX 78746

Bart Posey
3448 Forest Park Road
Springfield, TN 37067

Obed Kirkpatrick
1705 Rocking Chair Place
Franklin, TN 3717


