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 Office of the Commissioner of Securities and  
 Insurance, Montana State Auditor (CSI)  
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Attorney for the CSI

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

IN THE MATTER OF INDEPENDENT	)	CAUSE NO. INS-2008-3
ELECTRICAL CONTRACTORS; IEC POWER	)	
PLUS PLAN; IEC GROUP BENEFIT TRUST;	)	<b>CONSENT AGREEMENT AND</b>
DAYSRING MANAGEMENT LLC;	)	<b>FINAL ORDER</b>
MEDICAL BENEFITS ADMINISTRATORS	)	
OF MARYLAND; CLIENT FIRST	)	
BROKERAGE SERVICES; RJW BENEFIT	)	
SERVICES; R.J. WILSON AND ASSOCIATES	)	
LTD.; and	)	
	)	
RONALD JACK WILSON; ERIN BENNETT;	)	
RODGER BAYNE; LEONARD KOLOMS; R.	)	
JEFFREY WILSON; DAWN MORGAN; JIM	)	
EHRICH, individually, and in their capacities as	)	
officers or directors of the forgoing entities,	)	
	)	
Respondents.	)	
	)	

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This Consent Agreement dated this 8<sup>th</sup> day of November, 2011, is between the Montana Insurance Department (“Department”) of the office of the Commissioner of Securities and Insurance, Montana State Auditor (“CSI”), acting pursuant to the authority of Mont. Code Ann. § 2-4-603, and the Montana Insurance Code, Mont. Code Ann. § 33-1-101, et. seq., Independent Electrical Contractors, IEC Power Plus Plan, IEC Group Benefits Trust, Daysprings Management, LLC, Medical Benefits Administrators of Maryland, RJW Benefit Services., R.J.

Wilson & Associates, Ltd. Ronald Jack Wilson, Erin Bennett, Leonard Koloms, and R. Jeffrey Wilson (referred to herein collectively as “Respondents”).

### **RECITALS**

WHEREAS, on February 24, 2010, the Department filed a Temporary Order to Cease and Desist and Opportunity for Hearing and a Notice of Proposed Agency Action (collectively referred to as the “Agency Proceedings”), both of which are incorporated herein by reference;

WHEREAS, both documents alleged that the Respondents made several violations of the Montana Insurance Code, Mont. Code Ann. § 33-1-101, *et seq.*;

WHEREAS, Respondents neither admit nor deny the substance of said allegations;

WHEREAS, the Department and Respondents agree that the parties’ best interests would be served by entering into the following specific agreement and undertakings set forth below.

NOW, THEREFORE, in consideration of the mutual undertakings established herein, the Department and the Respondents enter into the following:

### **AGREEMENT**

1. IEC Group Benefits Trust, R.J.Wilson and Associates, Ltd., and Ronald Jack Wilson (the “Respondents”) agree to permanently cease and desist from engaging in the following conduct in the state of Montana without first complying with this Consent Agreement, and applying for and receiving appropriate authority or licensure from the Department:

a. Engaging in or transacting the business of insurance, the collection of premiums or other consideration, issuance of insurance and insurance-related products, and advertising to or soliciting Montana residents by any means so as to induce Montana residents to purchase any form of insurance under any of the identified business organization titles or under any other name or organization;

b. Participating in any act of an insurance producer or an insurance company in soliciting insurance business in the state of Montana unless they first obtain an insurance producer's license pursuant to then-applicable Montana law; and

c. Engaging in any other act, practice, or course of business that violates any section of the Montana Insurance Code.

2. Respondents affirm that on or about the date of the initiation of Agency Proceedings referenced above, they terminated coverage for all participating Montana employers by proper notice, provided certificates of creditable coverage, and upon termination ceased accepting contributions from participating Montana employers.

3. Respondents affirm that they have notified members of their right to submit claims incurred, that all eligible claims have been paid, that no claims are pending from Montana claimants, and that Respondents do not presently engage in the business of insurance in Montana

4. Respondents Independent Electrical Contractors, IEC Power Plan Trust, Dayspring Management LLC, Medical Benefits Administrators of Maryland, RJW Benefit Services, Erin Bennett, Leonard Koloms, and R. Jeffrey Wilson named in this Paragraph have been dismissed with prejudice from this action by stipulation with the Department, and the Respondents named in this Paragraph 4 are not and shall not be signatories to this Consent Agreement.

Respondents agree that the Department retains the right to request additional information as needed in order to determine compliance with this Consent Agreement, for clarification of the accounting system, and to communicate with claimants, insureds, and providers regarding claims and payment issues such as, but not limited to, additional payments that may be due.

6. The Department agrees that any fines sought for violation of this Consent Agreement must be rationally related to the severity of any such violation and that the Department may not seek or impose maximum or extraordinary fines for *de minimus* violations.

7. Except for violations of paragraph 1 and its subsections herein, prior to acting on an alleged violation of this Consent Agreement or asserting that a fine or penalty of any kind is due or owed, the Department shall provide written notice to Respondents of the alleged violation and allow Respondents 20 working days to cure the alleged violation.

8. The Department and the Respondents agree that this Consent Agreement resolves all matters in connection with the Agency Proceedings referenced herein and no other action shall be taken with respect to or in connection with the Agency Proceedings, and pursuant to this Consent Agreement the Respondents and each of them shall be dismissed with prejudice from this action and a Final Order incorporating the terms of this Consent Agreement shall be entered in this action.

9. The Department acknowledges and agrees that it has no action pending and does not intend to initiate any action against any or all Lloyds' Underwriters who provided insurance coverage to the IEC Group Benefits Trust or as a result of their having provided coverage to the IEC Group Benefits Trust in Montana.

10. The Respondents acknowledge the CSI and the Department have jurisdiction over the subject matter of the above-entitled proceeding.

11. The Respondents acknowledge that they have read and understand each term of this Consent Agreement and enter into this Consent Agreement voluntarily and without reservation.

12. The Respondents stipulate and agree with the Department that this Consent Agreement resolves this matter.

13. The Respondents and the Department hereby acknowledge and agree that this Consent Agreement constitutes the entire agreement between the parties and that no other promises or agreements, either express or implied, have been made by the Department or by any member, officer, agent, or representative of the Department to induce the Respondents to enter into this Consent Agreement.

14. The Respondents specifically and affirmatively waive a contested case hearing, their right to appeal, and elect to resolve this matter on the terms and conditions set forth herein.

15. The Respondents fully and forever release and discharge the CSI, Department, and all Department employees and agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of this administrative action.

16. Nothing in this Consent Agreement may be construed as creating or limiting a private or separate cause of action.

17. The parties acknowledge and agree that this Consent Agreement may not be modified orally, and any subsequent modifications to this Consent Agreement must be mutually agreed upon in writing to be effective.

18. The Department and the Respondents agree that this Consent Agreement shall be incorporated into and made a part of the attached Final Order issued by the Commissioner or her representative herein.

19. The Respondents further understand that, upon the signing of the Final Order by

the Commissioner or her representative, this Consent Agreement and Final Order will be an order of the CSI and failure to comply with it may constitute a separate violation of the Montana Insurance Code, as provided in Mont. Code Ann. § 33-1-318, and may result in subsequent legal action by the Department.

20. Upon execution of this Consent Agreement, the Department will fully and forever release and discharge the Respondents, Respondents' employees, and Respondents' agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of this administrative action and will not commence any further administrative, civil, or other legal action based upon the regulatory non-compliance referenced hereinabove.

21. This Consent Agreement shall be effective upon signing of the Final Order.

22. The Respondent acknowledges that this Consent Agreement and Final Order are public records under Montana law and as such may not be sealed or otherwise withheld from the public.

DATED this 8<sup>th</sup> day of November, 2011.

  
MIKE WINSOR  
Attorney for the Department of Insurance

DATED this 28 day of NOVEMBER, 2011.

IEC GROUP BENEFIT TRUST

By: W. Th G

Its: EVP/CEO

STATE OF \_\_\_\_\_ )

:SS

County of \_\_\_\_\_ )

SUBSCRIBED and SWORN to before me by \_\_\_\_\_, this  
\_\_ day of \_\_\_\_\_, 2011.

City/County of Alexandria  
Commonwealth of Virginia

The foregoing instrument was acknowledged before me  
this 28<sup>th</sup> day of November, 2011  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

LAURIE ELYSE EVANS  
Reg. #7315521 Commission Exp. 4/30/2014

Printed Name \_\_\_\_\_

Notary Public for the state of \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

DATED this 3<sup>rd</sup> day of November, 2011.

R. J. Wilson & Associates, Ltd.

By: *Ronald Wilson*

Its: *CEO*

STATE OF *Maryland* )  
City of *Baltimore* ) :SS

SUBSCRIBED and SWORN to before me by *Ronald Wilson*, this  
*3<sup>rd</sup>* day of *November*, 2011.

*Betty J. Harlan*  
Printed Name *Betty J. Harlan*  
Notary Public for the state of *Maryland*  
Residing at *Anne Arundel County*  
My Commission Expires *1-14-2013*

DATED this 3<sup>rd</sup> day of November, 2011.

*Ronald Jack Wilson*  
RONALD JACK WILSON

STATE OF Maryland )  
City of Baltimore ) :ss  
County of Baltimore )

SUBSCRIBED and SWORN to before me by Ronald Wilson, this  
3<sup>rd</sup> day of November, 2011.

*Betty J. Harlan*  
Printed Name Betty J. Harlan  
Notary Public for the state of Maryland  
Residing at Anne Arundel County  
My Commission Expires 1-14-2013

**FINAL ORDER**

Pursuant to the authority vested by Mont. Code Ann. § 2-4-603, and the Montana Insurance Code, Mont. Code Ann. § 33-1-101, *et seq.*, and upon review of the foregoing Consent Agreement and good cause appearing,

IT IS ORDERED that the foregoing Consent Agreement between the Department and the Respondent is hereby adopted as if set forth fully herein.

DATED this 8<sup>th</sup> day of NOVEMBER, 2011.

**MONICA J. LINDEEN**  
Commissioner of Securities and Insurance

By:   
\_\_\_\_\_  
ROBERT W. MOON  
Deputy Insurance Commissioner