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SECRETARY OF STATE

BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE OF THE STATE OF TENNESSEE

TENNESSEE INSURANCE DIVISION,	)	
Petitioner,	)	
	)	
vs.	)	
	)	
AMERICAN TRADE ASSOCIATION, LLC,	)	**No.: 12.04-106577J**
AMERICAN TRADE ASSOCIATION, INC.,	)	
OBED W. KIRKPATRICK, SR.,	)	
RICHARD H. BACHMAN and	)	
BART S. POSEY,	)	
Respondents.	)	

PETITION

Comes now the Tennessee Insurance Division of the Department of Commerce and Insurance ("Division"), by and through its undersigned counsel, and petitions the Commissioner of the Department of Commerce and Insurance ("Commissioner") to issue a Summary Order of Cease and Desist to American Trade Association, LLC, American Trade Association, Inc., Obed W. Kirkpatrick, Sr., Richard H. Bachman and Bart S. Posey (collectively "Respondents") pursuant to Title 56 of the Tennessee Code Annotated, the Tennessee Insurance Law (the "Law").

JURISDICTION

1. The Law, as amended, places the responsibility of the administration of the Law on the Commissioner. TENN. CODE ANN. §§ 56-1-202 and 204 (2008). The Division is the lawful agent through which the Commissioner discharges this responsibility.

PARTIES

2. American Trade Association, LLC ("ATA, LLC") is an Arkansas limited liability company with its registered agent located at 455 West Maurice, Hot Springs, Arkansas 71901. ATA, LLC is owned by Bart S. Posey ("Posey") and is located at 4676 Highway 41 North, Springfield, Tennessee 37172. (A copy of the Affidavit of Robert Heisse, evincing such information, is attached hereto as Exhibit 1 of this Petition and is incorporated herein by reference.)

3. American Trade Association, Inc. (ATA, Inc.) is incorporated in the state of Indiana with its principals' (president and vice-president) address and its principal place of business listed as 4676 Highway 41 North, Springfield, Tennessee 37172. (Affidavit of Robert Heisse, at ¶ 4.)

4. Neither ATA, LLC nor ATA, Inc. is licensed as an insurance producer in this state. (A copy of the Affidavit of Brenda Sechler, evincing such information, is attached hereto as Exhibit 2 of this Petition and is incorporated herein by reference.)

5. Neither ATA, LLC nor ATA, Inc. is licensed as an insurance company in this state. (A copy of the Affidavit of Bob Ribe, evincing such information, is attached hereto as Exhibit 3 of this Petition and is incorporated herein by reference.)

6. Obed W. Kirkpatrick, Sr. ("Kirkpatrick") is an individual with the address of 1705 Rocking Chair Place, Franklin, Tennessee 37067. Kirkpatrick's insurance producer license was revoked in February 2007. (Affidavit of Brenda Sechler, at ¶ 4.)

7. Kirkpatrick is the president of ATA, Inc. (Affidavit of Robert Heisse, at ¶ 4.)

8. Richard H. Bachman ("Bachman") is an individual with the address of 1600 Magpie Cove, Austin, Texas 78746. Bachman is currently licensed as an insurance producer in this state. (Affidavit of Brenda Sechler, at ¶ 5.)

9. Bachman is the vice-president of ATA, Inc. (Affidavit of Robert Heisse, at ¶ 4.)

10. Posey is an individual with the address of 3448 Forest Park Road, Springfield, Tennessee 37172. Posey's insurance producer license is currently delinquent. (Affidavit of Brenda Sechler, at ¶ 6.)

11. Posey is an officer of ATA, Inc. and ATA, LLC. (Affidavit of Robert Heisse, at ¶ 6.)

FACTUAL ALLEGATIONS

12. In approximately July 2008, Respondents, through the internet websites http://rba-ata.com, https://atafirst.com and http://www.healthenroll.net, began selling, soliciting and negotiating insurance in this state on behalf of Serve America Assurance ("SAA"). (Affidavit of Robert Heisse, at ¶ 7.)

13. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Limited Medical Plan, a group hospital indemnity insurance plan, on behalf of SAA, that offered the following benefits:

Base Plan Benefits	**Basic**	**Plus**	**Premier**
Benefit per in-patient confinement in hospital	$300	$500	$1,000
Daily Inpatient Benefit Maximum days per confinement	30 days	30 days	30 days
Optional Benefits			
Outpatient Physician Office Benefit per visit per member per calendar year	$50	$50	$70
Visit Indemnity Benefit Calendar year maximum per insured	6	6	6
Outpatient Diagnostic,X-Ray Benefit per tests daily for tests performed	$50	$50	$50
Lab Indemnity Benefit Calendar year max per insured for outpatient tests only	4	4	4

Surgical & Anesthesia Indemnity benefits Per benefit amount shown in the Surgical Schedule, based on benefit level chosen for type of surgery performed	$1,000	$1,000	$1,000
Percentage of additional benefit for Anesthesia Administration	20%	20%	20%
In-Hospital Additional Benefit Benefit Per Admission per insured	NA	$500	$1,000
Maximum additional benefit confinement per year	NA	2	2
Intensive Care Indemnity Benefit Per day of confinement in an intensive care room	$300	$500	$1,000
Maximum days per calendar year	30	30	30
Off the Job Accidental Injury Benefit Pays actual charges per covered accident, up to the amount			
Maximum benefit of 5 accidents per calendar year per member	$300	$500	$500
Wellness Indemnity Benefit Benefit per visit for physical examinations or certain diagnostic	$50 $100	$50	
Maximum visits per calendar year per insured	1	1	1
Well-child visits - 4 visits per calendar year for child 0-12 months and 2 visits per calendar for child 13-24 months	Included	Included	Included
Emergency Room Sickness Visit Benefit per visit to the ER	$50	$50	$100
Maximum per calendar year per insured	2	2	2
Critical Illness Benefit Benefit per initial diagnosis of a covered critical illness and an additional lump sum benefit of the same amount for a subsequent and separate covered critical illness event	NA	NA	$5,000/ 50% Spouse/Child

Daily In-Patient Drug & Alcohol Indemnity Benefit			
Benefit per day of confinement if insured is confined as an in-patient in a rehabilitation facility for substance abuse	$200	$200	$300
Calendar year maximum (lifetime max $30,000)	$10,000	$10,000	$10,000
Daily Inpatient Mental & Nervous Benefit			
Benefit per day of confinement in an insured is confined as an in-patient in a rehabilitation facility for mental and nervous conditions	$200	$300	$300
Calendar year maximum (Lifetime max $30,000)	$10,000	$10,000	$10,000

Additional Coverage		
Group Term Life Insurance Policy with AD&D Rider	Member	$5,000
	Spouse	$2,500
	Child	$2,500 (AD&D coverage is not available on children)

(Affidavit of Robert Heisse, at ¶ 8.)

14. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Per Occurrence Plan, a group hospital indemnity insurance plan, on behalf of SAA, that offered the following benefits:

	$2,500 Max Per Occurrence	$5,000 Max Per Occurrence	$7,500 Max Per Occurrence
Physicians Office Visits Primary, Specialist, Chiropractic Care	$25 co-pay-$50 Per Visit Benefit	$25 co-pay-$70 Per Visit Benefit	$25 co-pay-$80 Per Visit Benefit
ER/Ambulance Service/ Sickness/Accident Deductible Waived if due to Accident or admitted	$250 Ded - 80% to Maximum Benefit	$250 Ded - 80% to Maximum Benefit	$250 Ded - 90% to Maximum Benefit

Per Occurrence Deductible -No annual limit on occurrences -12 month pre-existing unless proof of current coverage - no pre-ex on office visits or RX	$300	$200	$200
Hospital in-patient benefit	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Physician services in-patient	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
In or Outpatient Surgery	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Additional in-patient only benefit Paid after the per occurrence accident/sickness benefit maximum has been paid and is used only as an in-patient benefit.	$400 Per Day Up to 30 Days Per Confinement	$400 Per Day Up to 30 Days Per Confinement	$400 Per Day Up to 30 Days Per Confinement
Lab/X-Ray/MRI/ CT Scans/ Diagnostic Tests	80% to maximum Per Occurrence Benefit of $750	80% to maximum Per Occurrence Benefit of $1,250	90% to maximum Per Occurrence Benefit of $1,500
Accidental Death Benefit Per Member	$10,000	$10,000	$10,000

Mental Health/ Alcohol/ Drug Rehabilitation In-patient Only	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Other Medical Services	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Home Health Care Hospice Physical Therapy Durable Medical Equipment			
Maternity treated as any other Sickness or Illness	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
RX benefits – Express Scripts 50% co-payment for name or generic brand medications up to the maximum per member per year benefit. Express Scripts Discount card after benefits are maxed out for the year.	Wholesale Rate Less Discount 50/50 Co-Pay $750 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay $1,250 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay $1,500 Annual Max

Accident Medical Plan - Additional Accident Benefit over health plan benefits - All plans include this benefit. $1,000 deductible and up to $25,000 benefit per accident - see policy for details.
(Affidavit of Robert Heisse, at ¶ 9.)

15. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Critical Illness Plan, on behalf of SAA, that offered the following benefits:

CRITICAL ILLNESS PLAN
UNDERWRITTEN AND INSURED BY
SERVE AMERICA ASSURANCE, LTD
OFFERED TO MEMBERS OF THE
RBA-ATA

PRODUCT DETAILS

The Critical Illness Plan is available to all members of the RBA-ATA between the ages of 18 and 64. It is written guarantee issue with a twelve (12) month pre-existing period for all policies. The plan may be written on the member only or the member and his legal spouse or a family plan covering all immediate family members. Children must be under the age of 18 or a full-time student to be eligible until age 24 or their graduation whichever comes first.

The minimum coverage is $5,000 per member and the maximum is $25,000 per member. Benefits are payable for specific illnesses and are not a part of any health insurance benefit additionally paid for these illnesses. The benefit is paid a maximum of one time for all covered conditions. There is no death benefit paid. The maximum term of insurance is for ten (10) years.
UNDERWRITING

All policies are written with a twelve month (12) pre-existing exclusionary period from the effective date of the plan. This means that no benefit will be paid for any covered benefit for the first twelve months of the plan if the insured member has been treated for or diagnosed with that particular illness or sickness.

There is an attached height and weight table that must be adhered to. If you do not meet the minimum or maximum height and weight limits then you or your family member not meeting these requirements are not eligible for this plan and coverage will not be written.

The benefits and percentages listed on the attached documents are the only product benefits that will be paid on. If the disease or illness is not listed it will not be a covered benefit.

RBA-ATA
Critical Illness

Height and Weight Chart for Critical Illness

Note: If the Proposed Insured's height or weight falls outside of the listed parameters, they are not eligible for the critical illness plan. This includes the Proposed Insured's spouse or children

Height	Minimum Weight	Maximum Weight

4'8"	69	208
4'9"	70	213
4'10"	71	218
4'11"	73	223
5'0"	86	228
5'1"	87	232
5'2"	89	239
5'3"	91	252
5'4"	93	255
5'5"	95	258
5'6"	98	261
5'7"	101	281
5'8"	105	291
5'9"	107	301
5'10"	110	311
5'11"	114	321
6'0"	116	332
6'1"	119	340
6'2"	123	349
6'3"	130	357
6'4"	134	366
6'5"	138	374
6'6"	146	382

RBA-ATA CRITICAL ILLNESS
PRODUCT BENEFITS

100% BENEFIT PAID FOR THE FOLLOWING:

Life Threatening Cancer, Heart Attack, Stroke, Major Organ Transplant, Coronary Artery Bypass Surgery, Kidney Failure, Coma, Paralysis or Blindness

75% BENEFIT PAID FOR THE FOLLOWING:

Insured as Diagnosed by a Physician, Has a life expectancy of Twelve Months or Less, Insured is Permanently Confined to a Nursing Home Due to a Non-Correctable Medical Condition

25% BENEFIT PAID FOR THE FOLLOWING:

Benign Brain Tumor, Alzheimer's Disease, HIV Infection From Blood Transfusion, Parkinson's Disease, Aorta Graft Surgery, Heart Valve Replacement or Repair

10% BENEFIT PAID FOR THE FOLLOWING:

Coronary Angioplasty Surgery (payable one time only)

MAXIMUM CRITICAL ILLNESS BENEFIT IS:

The Policy's face amount or $25,000, whichever is lower. Subsequent claims payments, where applicable, will be based on the benefit percentage as listed above. The maximum payout will be 100% of the total critical illness benefit one time. The Policy terminates after the maximum benefit is paid. Benefits paid after a thirty day waiting period unless the twelve month pre-existing exclusion period precedes the claim benefit. There is no death benefit paid on this Policy.

RBA-ATA CRITICAL ILLNESS
PRODUCT EXCLUSIONS

THE FOLLOWING EXCLUSIONS APPLY TO THIS POLICY:

If the Insured has been diagnosed or treated for a particular condition within the past twelve (12) months then that condition is excluded for twelve months (12) from the effective date of the Policy. No benefit would be paid in the event of a claim being filed for that condition. There is a thirty day (30) waiting period before any benefit would be paid on all conditions.

THE CRITICAL ILLNESS BENEFIT WILL NOT BE PAYABLE IF THE LOSS RESULTS FROM THE FOLLOWING:

1. Intentionally self-inflicted injuries, while sane or insane (In MO, while sane; in SC, suicide, sane or insane, attempted suicide or intentionally self-inflicted injury); or
2. Alcohol or drug abuse (unless drug abuse was a result of the administration of drugs as part of a treatment by a doctor); in SC, alcohol, or drug addiction; or
3. Committing or attempting to commit a felony (in SC, participating in a felony); or
4. War (declared or undeclared) or any act of war, or service in any armed forces (in OK any war or any act of war, declared or undeclared, while serving in the military forces or any auxiliary unit attached thereto); or
5. Engaging in an illegal occupation (Except in SC); or
6. Participating in a riot or insurrection; or
7. Injury sustained while taking part in any of the following activities: *
   a. Amateur or Professional Sports or athletics, except for amateur sports or athletics which are non contact and undertaken solely for the leisure, recreational, entertainment or fitness purposes;
   b. Mountaineering where ropes or guides are normally used or at elevations of 4,500 meters or above;
   c. Aviation, except when traveling solely as a fare paying passenger in a commercial aircraft;
   d. Hang gliding, sky diving, parachuting or bungee jumping;
   e. Snow skiing or snowboarding, except for recreational downhill skiing or cross country snow skiing or snowboarding on prepared and marked boundaries and/or

against the advice of the local ski school or local authoritative body;

f. Racing by any animal or motorized vehicle
g. Spelunking;
h. Operating or riding in or upon, mounting or alighting from, any two, three or four wheeled motor/engine driven snowmobile or all terrain vehicle (ATV);
   * *Exclusion 7 applies only to the Critical Illness conditions of Paralysis, Blindness or Coma*

TAX TREATMENT: The payment of an accelerated benefit may be taxable. A personal tax advisor should be consulted to obtain information about the income tax effect on any accelerated benefits.
(Affidavit of Robert Heisse, at ¶ 10.)

16. As of March 2009, Respondents had sold, solicited and negotiated in this state the Limited Medical Plan, the Per Occurrence Plan and the Critical Illness Plan on behalf of SAA through other various internet websites including, but not limited to, www.premierhealthcareonline.com, www.myatabenefit.com, www.prosperitypreparedness.com, www.healthtoday.biz, www.pinnaclehealthsavings.com and www.ehealthgreen.com. (Affidavit of Robert Heisse, at ¶ 11.)

17. SAA is not an insurance company authorized to transact insurance business in this state. (Affidavit of Bob Ribe, ¶ 3.)

18. On February 18, 2010, Posey met with Indiana Department of Insurance investigator David Rose. (A copy of the Affidavit of David Rose, evincing such information, is attached hereto as Exhibit 4 of this Petition and is incorporated herein by reference.)

19. Posey admitted that as recently as February 18, 2010, the medical benefit plans provided by ATA, LLC and/or ATA, Inc. did not have an underwriter. (Affidavit of David Rose, at ¶ 3.)

20. As of February 25, 2010, Respondents continue to sell, solicit and negotiate insurance in Tennessee through the internet website http://www.myatabenefits.com/index.php/index.php. (Affidavit of Robert Heisse, at ¶ 12)

CAUSE OF ACTION

21. TENN. CODE ANN. § 56-7-101(a) (2008) defines a contract of insurance, in pertinent part, as "an agreement by which one party, for a consideration, promises to pay money or its equivalent, or to do some act of value to the assured, upon the destruction or injury, loss or damage of something in which the other party has an insurable interest; and it is unlawful for any company to make any contract of insurance upon or concerning any property or interests or lives in this state, or with any resident of this state, or for any person, as insurance agent or insurance broker, to make, negotiate, solicit, or in any manner aid in the transaction of the insurance, unless and except as authorized under this title."

22. TENN. CODE ANN. § 56-6-102(6) (2008) defines insurance producer as "a person required to be licensed under the laws of this state to sell, solicit or negotiate insurance."

23. TENN. CODE ANN. § 56-6-102(7) (2008) defines insurer as "any insurance company authorized to transact insurance business by this state."

24. TENN. CODE ANN. § 56-6-103 (2008) states that "[a] person shall not sell, solicit or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority in accordance with this part."

25. TENN. CODE ANN. § 56-6-104(b)(3) (2008) states, in pertinent part, that an insurance producer license shall not be required for "[a]n employer or association or its officers, directors, employees, or the trustees of an employee trust plan, to the extent that the employers, officers, employees, director or trustees are engaged in the administration or operation of a program of employee benefits for the employer's or association's own employees or the employees of its subsidiaries or affiliates, which program involves the use of insurance issued by an insurer, as long as the employers, associations, officers, directors, employees or trustees are not in any manner compensated, directly or indirectly, by the company issuing the contracts."

26. TENN. CODE ANN. § 56-6-112(a)(14) (2008) provides, in pertinent part, that the Commissioner may place on probation, suspend, revoke or refuse to issue or renew a license or may levy a civil penalty in accordance with TENN. CODE ANN. § 56-2-305 (2008) or take any combination of those actions against anyone "[s]elling, soliciting or negotiating insurance for a company that is not authorized to transact the business of insurance in this state."

27. TENN. CODE ANN. § 56-6-114 (2008) states, in pertinent part, that "[a] person who sells insurance in this state for an insurance company not authorized to do business in this state commits a fraudulent insurance act as defined by § 56-53-102."

28. TENN. CODE ANN. § 56-2-305 (2008) provides, in pertinent part, that if, after providing notice consistent with the process established by TENN. CODE ANN. § 4-5-320(c) (2005) and providing the opportunity for a contested case hearing held in accordance with TENN. CODE ANN. § 4-5-301 to 325 (2005), the Commissioner finds that any insurer, person, or entity required to be licensed, permitted, or authorized by the Division has violated any statute, rule or order, the Commissioner may, at the Commissioner's discretion, order the insurer, person, or entity to cease and desist from engaging in the act or practice giving rise to the violation. The Commissioner may also order the payment of a monetary penalty and the suspension or revocation of the insurer's, person's or entity's license.

COUNT ONE

29. The Division restates the facts set forth in Paragraphs 1 through 20, above, and incorporates them by reference herein.

30. TENN. CODE ANN. § 56-6-104(b)(3) (2008) provides an exception to the insurance producer licensing requirement for "[a]n employer or association or its officers, directors, employees or the trustees of an employee trust plan, to the extent that the employers, officers, employees, director or trustees are engaged in the administration or operation of a program of employee benefits

for the employer's or association's own employees or the employees of its subsidiaries or affiliates, *which program involves the use of insurance issued by an insurer,* as long as the employers, associations, officers, directors, employees or trustees are not in any manner compensated, directly or indirectly, by the company issuing the contracts." (emphasis added).

31. TENN. CODE ANN. § 56-6-103 (2008) states that "[a] person shall not sell, solicit or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority in accordance with this part."

32. The facts set forth in Paragraphs 1 through 20, above, demonstrate that ATA, LLC and ATA, Inc. fail to meet an exception to the insurance producer licensing requirement because their programs do not involve the use of insurance issued by an insurer. Therefore, ATA, LLC, ATA, Inc., Kirkpatrick and Posey have violated, and are continuing to violate, TENN. CODE ANN. § 56-6-103 (2008) by selling, soliciting and negotiating insurance without an insurance producer license. Such violation subjects ATA, LLC, ATA, Inc., Kirkpatrick and Posey to the sanctions provided in TENN. CODE ANN. § 56-2-305 (2008).

COUNT TWO

33. The Division restates the facts set forth in Paragraphs 1 through 20, above, and incorporates them by reference herein.

34. TENN. CODE ANN. § 56-6-112(a)(14) (2008) provides, in pertinent part, that the Commissioner may place on probation, suspend, revoke or refuse to issue or renew a license or may levy a civil penalty in accordance with TENN. CODE ANN. § 56-2-305 (2008) or take any combination of those actions against anyone selling, soliciting or negotiating insurance for a company that is not authorized to transact the business of insurance in this state.

35. TENN. CODE ANN. § 56-6-114(b) (2008) provides, in pertinent part, that "[a] person who sells insurance in this state for an insurance company not authorized to do business in this state commits a fraudulent insurance act as defined by TENN. CODE ANN. § 56-53-102."

36. The facts set forth in Paragraphs 1 through 20, above, demonstrate that Respondents have violated, and are continuing to violate, TENN. CODE ANN. § 56-6-112(a)(14) (2008) by selling, soliciting or negotiating insurance on behalf of SAA, a company that is not authorized to transact the business of insurance in this state. Such violation subjects Respondents to the sanctions provided in TENN. CODE ANN. §§ 56-2-305 (2008), 56-6-112(a) (2008), 56-6-114(a) (2008) and 56-53-102 (2008).

PRAYER

WHEREFORE, PREMISES CONSIDERED, public health, safety and welfare imperatively require that emergency action be taken. Respondents have sold, solicited and negotiated, and continue to do so, to Tennessee residents not only insurance without an actual underwriter but also insurance on behalf of SAA, a company that is not authorized to transact the business of insurance in this state. Individuals who purchase insurance from Respondents potentially face serious health and financial risks because the insurance is not subject to substantive regulatory oversight to ensure lawful policy forms, rates, claims handling and financial solvency, which may effectively leave many policyholders without insurance coverage. These drastic contingencies necessitate the Division's Petition for summary relief in this case. Since the public is entitled to all protections that the Law provides, the Division, therefore, requests the following relief:

1. That an Order to Cease and Desist be issued against ATA, LLC, ATA, Inc., Kirkpatrick and Posey to prevent them and their agents from further violations of TENN. CODE ANN. § 56-6-103 (2008) by selling, soliciting or negotiating insurance in this state without insurance producer licenses;

2. That an Order to Cease and Desist be issued against ATA, LLC, ATA, Inc., Kirkpatrick, Bachman and Posey to prevent them and their agents from further violations of TENN. CODE ANN. §§ 56-6-112(a)(14) (2008), 56-6-114 (2008) and 56-53-102 (2008) by selling, soliciting and negotiating insurance on behalf of SAA, a company that is not authorized to transact the business of insurance in this state;

3. That the Commissioner, pursuant to TENN. CODE ANN. §§ 4-5-320(c) (2005) and 56-2-305(a)(1) (2008), issue a Summary Order to Cease and Desist against ATA, LLC, ATA, Inc., Kirkpatrick, Bachman and Posey while such violations of TENN. CODE ANN. §§ 56-6-103 (2008), 56-6-112(a)(14) (2008), 56-6-114 (2008) and 56-53-102 (2008) continue;

4. That the Commissioner set a date for an informal conference pursuant to TENN. CODE ANN. § 4-5-320(d) (2005) and set a date for a hearing;

5. That if such Order is contested, as set forth under the provisions of the Uniform Administrative Procedures Act, TENN. CODE ANN. §§ 4-5-101 to 325 (2005), and the rules promulgated thereunder, the Petitioner be awarded such costs as may be taxable; and

6. For such other relief as the Commissioner may deem just and proper.

Respectfully submitted,

Tony Greer (BPR#023657)
Assistant General Counsel
Department of Commerce and Insurance
500 James Robertson Parkway
Davy Crockett Tower, 2nd Floor
Nashville, Tennessee 37243
615 741 2199

CERTIFICATE OF SERVICE

I hereby certify that on this the 25TH day of FEBRUARY, 2010, a true and exact copy of the foregoing Petition, Order of Summary Suspension and Notice of Hearing and Rights of the Respondent was mailed via FedEx Overnight and United States Postal Service, Certified Mail, return receipt requested, to the following:

American Trade Association, LLC
4676 Highway 41 North
Springfield, TN 37172
FedEx Tracking Number: 868402257669
USPS Certified Mail Receipt Number: 70083230000102758046

American Trade Association, Inc.
4676 Highway 41 North
Springfield, TN 37172
FedEx Tracking Number: 868402257670
USPS Certified Mail Receipt Number: 70083230000102758053

Obed W. Kirkpatrick, Sr.
1705 Rocking Chair Place
Franklin, TN 37067
FedEx Tracking Number: 868402257680
USPS Certified Mail Receipt Number: 70083230000102758060

Richard H. Bachman
1600 Magpie Cove
Austin, TX 78746
FedEx Tracking Number: 868402257691
USPS Certified Mail Receipt Number: 70083230000102758077

Bart S. Posey
3448 Forest Park Road
Springfield, TN 37172
FedEx Tracking Number: 868402257706
USPS Certified Mail Receipt Number: 70083230000102758084

Tony Greer
Certifying Attorney

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OF THE STATE OF TENNESSEE

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OBED W. KIRKPATRICK, SR.,	)
RICHARD H. BACHMAN and	)
BART S. POSEY,	)
Respondents.	)

AFFIDAVIT

STATE OF TENNESSEE	)
	)
COUNTY OF DAVIDSON	)

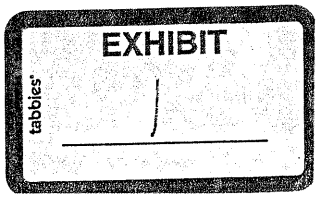
I, Robert Heisse, having first been duly sworn, do depose and, upon information and belief, state the following:

1. I currently serve as a fraud investigator for the Tennessee Insurance Division (hereinafter referred to as the "Division"), a position I have held for five years.

2. In my position as a fraud investigator, I am charged with investigating complaints of alleged violations of the Tennessee Insurance Law.

3. The American Trade Association, LLC is a business entity with the address of 4676 Highway 41 North, Springfield, TN 37172.

4. The American Trade Association, Inc. and the American Trade Association, LLC are a business entities with the address of 4676 Highway 41 North, Springfield, TN 37172. The American Trade Association, Inc. is incorporated in the state of Indiana and Florida. Bart S. Posey



controls the American Trade Association, Inc. Obed Kirkpatrick, Sr. is the President of the American Trade Association, Inc. Richard H. Bachman is the Vice President of the American Trade Association, Inc. Both Obed Kirkpatrick, Sr. and Richard H. Bachman are employees of Bart S. Posey.

5. The American Trade Association, LLC is organized in the state of Arkansas. Bart S. Posey owns the American Trade Association, LLC.

6. According to information I have obtained, Bart S. Posey is an officer of the American Trade Association, LLC and the American Trade Association, Inc.

7. In approximately July 2008, Respondents began selling, soliciting and negotiating insurance in this state on behalf of Serve America Assurance ("SAA") through the internet websites http://rba-ata.com, https://atafirst.com and http://www.healthenroll.net.

8. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Limited Medical Plan, a group hospital indemnity insurance plan, on behalf of SAA, that offered the following benefits:

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Daily Inpatient Benefit Maximum days per confinement	30 days	30 days	30 days
Optional Benefits			
Outpatient Physician Office Benefit per visit per member per calendar year	$50	$50	$70
Visit Indemnity Benefit Calendar year maximum per insured	6	6	6

Outpatient Diagnostic.X-Ray Benefit per tests daily for tests performed	$50	$50	$50
Lab Indemnity Benefit Calendar year max per insured for outpatient tests only	4	4	4
Surgical & Anesthesia Indemnity benefits Per benefit amount shown in the Surgical Schedule, based on benefit level chosen for type of surgery performed	$1,000	$1,000	$1,000
Percentage of additional benefit for Anesthesia Administration	20%	20%	20%
In-Hospital Additional Benefit Benefit Per Admission per insured	NA	$500	$1,000
Maximum additional benefit confinement per year	NA	2	2
Intensive Care Indemnity Benefit Per day of confinement in an intensive care room	$300	$500	$1,000
Maximum days per calendar year	30	30	30
Off the Job Accidental Injury Benefit Pays actual charges per covered accident, up to the amount			
Maximum benefit of 5 accidents per calendar year per member	$300	$500	$500
Wellness Indemnity Benefit Benefit per visit for physical examinations or certain diagnostic	$50 $100	$50	
Maximum visits per calendar year per insured	1	1	1
Well-child visits - 4 visits per calendar year for child 0-12 months and 2 visits per calendar for child 13-24 months	Included	Included	Included

Emergency Room Sickness Visit			
Benefit per visit to the ER	$50	$50	$100
Maximum per calendar year per insured	2	2	2
Critical Illness Benefit			
Benefit per initial diagnosis of a covered critical illness and an additional lump sum benefit of the same amount for a subsequent and separate covered critical illness event	NA	NA	$5,000/ 50% Spouse/Child
Daily In-Patient Drug & Alcohol Indemnity Benefit			
Benefit per day of confinement if insured is confined as an inpatient in a rehabilitation facility for substance abuse	$200	$200	$300
Calendar year maximum (lifetime max $$30,000)	$10,000	$10,000	$10,000
Daily Inpatient Mental & Nervous Benefit			
Benefit per day of confinement in an insured is confined as an inpatient in a rehabilitation facility for mental and nervous conditions	$200	$300	$300
Calendar year maximum (Lifetime max $30,000)	$10,000	$10,000	$10,000

Additional Coverage

Group Term Life Insurance Policy with AD&D Rider	Member	$5,000
	Spouse	$2,500
	Child	$2,500 (AD&D coverage is not available on children)

9. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Per Occurrence Plans, a group hospital indemnity insurance plan, on behalf of SAA, that offered the following benefits:

	$2,500 Max Per Occurrence	$5,000 Max Per Occurrence	$7,500 Max Per Occurrence
Physicians Office Visits Primary, Specialist, Chiropractic Care	$25 co-pay-$50 Per Visit Benefit	$25 co-pay-$70 Per Visit Benefit	$25 co-pay-$80 Per Visit Benefit
ER/Ambulance Service/ Sickness/Accident Deductible Waived if due to Accident or admitted	$250 Ded - 80% to Maximum Benefit	$250 Ded - 80% to Maximum Benefit	$250 Ded - 90% to Maximum Benefit
Per Occurrence Deductible -No annual limit on occurrences -12 month pre-existing unless proof of current coverage - no pre-ex on office visits or RX	$300	$200	$200
Hospital in-patient benefit	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Physician services in-patient	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit

In or Outpatient Surgery	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Additional in-patient only benefit Paid after the per occurrence accident/sickness benefit maximum has been paid and is used only as an in-patient benefit.	$400 Per Day Up to 30 Days Per Confinement	$400 Per Day Up to 30 Days Per Confinement	$400 Per Day Up to 30 Days Per Confinement
Lab/X-Ray/MRI/ CT Scans/ Diagnostic Tests	80% to maximum Per Occurrence Benefit of $750	80% to maximum Per Occurrence Benefit of $1,250	90% to maximum Per Occurrence Benefit of $1,500
Accidental Death Benefit Per Member	$10,000	$10,000	$10,000
Mental Health/ Alcohol/ Drug Rehabilitation In-patient Only	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Other Medical Services	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Home Health Care Hospice Physical Therapy Durable Medical Equipment			
Maternity treated as any other Sickness or Illness	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit

RX benefits – Express Scripts 50% co-payment for name or generic brand medications up to the maximum per member per year benefit. Express Scripts Discount card after benefits are maxed out for the year.	Wholesale Rate Less Discount 50/50 Co-Pay $750 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay $1,250 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay $1,500 Annual Max

Accident Medical Plan - Additional Accident Benefit over health plan benefits - All plans include this benefit. $1,000 deductible and up to $25,000 benefit per accident - see policy for details.

10. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Critical Illness Plan, on behalf of SAA, that offered the following benefits:

CRITICAL ILLNESS PLAN
UNDERWRITTEN AND INSURED BY
SERVE AMERICA ASSURANCE, LTD
OFFERED TO MEMBERS OF THE
RBA-ATA

PRODUCT DETAILS

The Critical Illness Plan is available to all members of the RBA-ATA between the ages of 18 and 64. It is written guarantee issue with a twelve (12) month pre-existing period for all policies. The plan may be written on the member only or the member and his legal spouse or a family plan covering all immediate family members. Children must be under the age of 18 or a full-time student to be eligible until age 24 or their graduation whichever comes first.

The minimum coverage is $5,000 per member and the maximum is $25,000 per member. Benefits are payable for specific illnesses and are not a part of any health insurance benefit additionally paid for these illnesses. The benefit is paid a maximum of one time for all covered conditions. There is no death benefit paid. The maximum term of insurance is for ten (10) years.

UNDERWRITING

All policies are written with a twelve month (12) pre-existing exclusionary period from the effective date of the plan. This means that no benefit will be paid for any covered benefit for the first twelve months of the plan if the insured member has been treated for or diagnosed with that particular illness or sickness.

There is an attached height and weight table that must be adhered to. If you do not meet the minimum or maximum height and weight limits then you or your family member not meeting these requirements are not eligible for this plan and coverage will not be written.

The benefits and percentages listed on the attached documents are the only product benefits that will be paid on. If the disease or illness is not listed it will not be a covered benefit.

RBA-ATA
Critical Illness

Height and Weight Chart for Critical Illness

Note: If the Proposed Insured's height or weight falls outside of the listed parameters, they are not eligible for the critical illness plan. This includes the Proposed Insured's spouse or children

Height	Minimum Weight	Maximum Weight
4'8"	69	208
4'9"	70	213
4'10"	71	218
4'11"	73	223
5'0"	86	228
5'1"	87	232
5'2"	89	239
5'3"	91	252
5'4"	93	255
5'5"	95	258
5'6"	98	261
5'7"	101	281
5'8"	105	291
5'9"	107	301
5'10"	110	311
5'11"	114	321
6'0"	116	332
6'1"	119	340
6'2"	123	349
6'3"	130	357

6'4"	134	366
6'5"	138	374
6'6"	146	382

RBA-ATA CRITICAL ILLNESS
PRODUCT BENEFITS

100% BENEFIT PAID FOR THE FOLLOWING:

Life Threatening Cancer, Heart Attack, Stroke, Major Organ Transplant, Coronary Artery Bypass Surgery, Kidney Failure, Coma, Paralysis or Blindness

75% BENEFIT PAID FOR THE FOLLOWING:

Insured as Diagnosed by a Physician, Has a life expectancy of Twelve Months or Less, Insured is Permanently Confined to a Nursing Home Due to a Non-Correctable Medical Condition

25% BENEFIT PAID FOR THE FOLLOWING:

Benign Brain Tumor, Alzheimer's Disease, HIV Infection From Blood Transfusion, Parkinson's Disease, Aorta Graft Surgery, Heart Valve Replacement or Repair

10% BENEFIT PAID FOR THE FOLLOWING:

Coronary Angioplasty Surgery (payable one time only)

MAXIMUM CRITICAL ILLNESS BENEFIT IS:

The policy's face amount or $25,000, whichever is lower. Subsequent claims payments, where applicable, will be based on the benefit percentage as listed above. The maximum payout will be 100% of the total critical illness benefit one time. The Policy terminates after the maximum benefit is paid. Benefits paid after a thirty day waiting period unless the twelve month pre-existing exclusion period precedes the claim benefit. There is no death benefit paid on this Policy.

RBA-ATA CRITICAL ILLNESS
PRODUCT EXCLUSIONS

THE FOLLOWING EXCLUSIONS APPLY TO THIS POLICY:

If the Insured has been diagnosed or treated for a particular condition within the past twelve (12) months then that condition is excluded for twelve months (12) from the effective date of the Policy. No benefit would be paid in the event of a claim being filed for that condition. There is a thirty day (30) waiting period before any benefit would be paid on all conditions.

THE CRITICAL ILLNESS BENEFIT WILL NOT BE PAYABLE IF THE LOSS RESULTS FROM THE FOLLOWING:

1. Intentionally self-inflicted injuries, while sane or insane (In MO, while same; in SC, suicide, sane or insane, attempted suicide or intentionally self-inflicted injury; or
2. Alcohol or drug abuse (unless drug abuse was a result of the administration of drugs as part of a treatment by a doctor); in SC, alcohol, or drug addiction; or
3. Committing or attempting to commit a felony (in SC, participating in a felony); or
4. War (declared or undeclared) or any act of war, or service in any armed forces (in OK any war or any act of war, declared or undeclared, while serving in the military forces or any auxiliary unit attached thereto); or
5. Engaging in an illegal occupation (Except in SC); or
6. Participating in a riot or insurrection; or
7. Injury sustained while taking part in any of the following activities: *
   a. Amateur or Professional Sports or athletics, except for amateur sports or athletics which are non contact and undertaken solely for the leisure, recreational, entertainment or fitness purposes;
   b. Mountaineering where ropes or guides are normally used or at elevations of 4,500 meters or above;
   c. Aviation, except when traveling solely as a fare paying passenger in a commercial aircraft;
   d. Hang gliding, sky diving, parachuting or bungee jumping;
   e. Snow skiing or snowboarding, except for recreational downhill skiing or cross country snow skiing or snowboarding on prepared and marked boundaries and/or against the advice of the local ski school or local authoritative body;
   f. Racing by any animal or motorized vehicle
   g. Spelunking;
   h. Operating or riding in or upon, mounting or alighting from, any two, three or four wheeled motor/engine driven snowmobile or all terrain vehicle (ATV);

   ** Exclusion 7 applies only to the Critical Illness conditions of Paralysis, Blindness or Coma*

TAX TREATMENT: The payment of an accelerated benefit may be taxable. A personal tax advisor should be consulted to obtain information about the income tax effect on any accelerated benefits.

11. As of March 2009, Respondents had sold, solicited and negotiated in this state the Limited Medical Plan, the Per Occurrence Plan and the Critical Illness Plan on behalf of SAA through other various internet websites including, but not limited to, www.premierhealthcareonline.com, www.myatabenefit.com, www.prosperitypreparedness.com, www.healthtoday.biz, www.pinnaclehealthsavings.com and www.ehealthgreen.com.

12. As of February 25, 2010, Respondents continue to sell, solicit and negotiate insurance in Tennessee through the internet website http://www.myatabenefits.com/index.php/index.php.

FURTHER AFFIANT SAITH NOT.

Robert Heisse

SWORN TO AND SUBSCRIBED before me on this 25th day of February, 2010.

Notary Public

My Commission Expires: 7/05/2011

CLIFFORD M. HARGROVE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 5, 2011

RECEIVED
2010 FEB 25 PM 2:52
SECRETARY OF STATE

BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE
FOR THE STATE OF TENNESSEE

TENNESSEE INSURANCE DIVISION,	)
Petitioner,	)
	)
vs.	)
	)
AMERICAN TRADE ASSOCIATION, LLC,	)
AMERICAN TRADE ASSOCIATION INC.,	)
OBED W. KIRKPATRICK, SR., RICHARD H.	)
BACHMAN, AND BART S. POSEY,	)
Respondents.	

AFFIDAVIT

STATE OF TENNESSEE	)
	)
COUNTY OF DAVIDSON	)

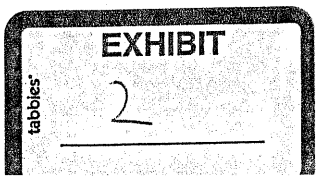
I, Brenda Sechler, having first been duly sworn, do depose and, upon information and belief, state the following:

1. I currently serve as Director - Agent Licensing for the Tennessee Insurance Division (hereinafter referred to as the "Division"), a position I have held for eight (8) years.

2. In my position as Director - Agent Licensing, I am charged with the overseeing the licensing and renewal of insurance producer licenses in accordance with the Tennessee Insurance Law.

3. Neither ATA LLC nor ATA Inc. is licensed as a business entity insurance producer or in this State.

4. Obed W. Kirkpatrick, Sr. ("Kirkpatrick") is an individual with the address of 1705 Rocking Chair Place, Franklin, TN 37067. Kirkpatrick had his insurance producer license revoked in February, 2007.



5. Richard H. Bachman ("Bachman") is an individual with the address of 1600 Magpie Cove, Austin, TX 78746. Bachman has an insurance producer license in this State.

6. Bart S. Posey ("Posey") is an individual with the address of 3448 Forest Park Road, Springfield, TN 37172. Posey has a delinquent resident insurance producer license in this State.

FURTHER AFFIANT SAITH NOT.

Brenda Sechler

Brenda Sechler

SWORN TO AND SUBSCRIBED before me on this February 19th day of _____, 2010.

Notary Public

My Commission Expires: July 5 2011

ROBERT HEISSE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 5, 2011

RECEIVED
2010 FEB 25 2:52
SECRETARY OF STATE

BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE
FOR THE STATE OF TENNESSEE

TENNESSEE INSURANCE DIVISION,	)
Petitioner,	)
	)
vs.	)
	)
AMERICAN TRADE ASSOCIATION, LLC,	)
AMERICAN TRADE ASSOCIATION INC.,	)
OBED W. KIRKPATRICK, SR., RICHARD H.	)
BACHMAN, AND BART S. POSEY,	)
Respondent.	)

AFFIDAVIT

STATE OF TENNESSEE	)
	)
COUNTY OF DAVIDSON	)

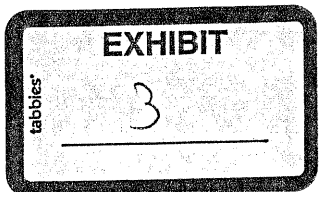
I, Bob Ribe, having first been duly sworn, do depose and, upon information and belief, state the following:

1. I currently serve as Chief Analyst for the Tennessee Insurance Division (hereinafter referred to as the "Division"), a position I have held for about six years.

2. In my position as Chief Analyst, I have custody and control of the records of the Financial Affairs Section. Such records indicate whether an entity has a certificate of authority to issue insurance in the State of Tennessee or an entity is licensed as an administrator in the State of Tennessee.

3. Serve America is not an admitted or authorized insurance company in this State.

4. As of December 2009, neither American Trade Association, LLC, American Trade Association, Inc., nor Real Benefits Association is licensed to issue policies of insurance in the State



of Tennessee, or any other state, as an insurance company and none have a licensed insurance company underwriting the limited benefit health plans offered in this State.

FURTHER AFFIANT SAITH NOT.

Bob Ribe

SWORN TO AND SUBSCRIBED before me on this February 19th day of _____, 2010.

Notary Public

My Commission Expires: July 5 2011

ROBERT HEISSE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JULY 5, 2011

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SECRETARY OF STATE

AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF MARION)

I, David Rose, having first been duly sworn, do depose and, upon information and belief, state the following:

1. I currently serve as an investigator in the Enforcement Division for the Indiana Department of Insurance (hereinafter referred to as the "Department"),

2. On February 18, 2010, I met with Bart Posey, Julius Rousseau, Ronald Wright, and William Hendricks, Jr. concerning the case involving American Trade Association, Smart Data Solutions, Serve America Assurance, Bart Posey, Richard Bachman, and Obed Kirkpatrick.

3. During this meeting, Mr. Posey stated the medical benefits provided by the American Trade Association and administered by Smart Data Solutions did not currently have an underwriter.

4. In that same meeting, Mr. Posey stated that he was unsure of how long Smart Data Solutions had the ability to pay outstanding claims, but insisted that he would personally take responsibility for claim payments if necessary.

FURTHER AFFIANT SAITH NOT

David Rose

SWORN TO AND SUBSCRIBED before me on this 22nd day of February, 2010.

Linda Reynolds
Notary Public

My Commission Expires: 8-13-2015

EXHIBIT
4
tabbies

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SECRETARY OF STATE

BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE OF THE STATE OF TENNESSEE

TENNESSEE INSURANCE DIVISION,	)	
Petitioner,	)	
	)	
vs.	)	
	)	
AMERICAN TRADE ASSOCIATION, LLC,	)	**No.: 12.04-106577J**
AMERICAN TRADE ASSOCIATION, INC.,	)	
OBED W. KIRKPATRICK, SR.,	)	
RICHARD H. BACHMAN and	)	
BART S. POSEY,	)	
Respondents.	)	

SUMMARY ORDER TO CEASE AND DESIST

This Order issues as a result of a Petition hereto filed by the Tennessee Insurance Division of the Department of Commerce and Insurance ("Division") and is predicated upon the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. The Tennessee Insurance Law (the "Law"), as amended, places the responsibility of the administration of the Law on the Commissioner of Tennessee Department of Commerce and Insurance ("Commissioner"). Tenn. Code Ann. §§ 56-1-202 and 204 (2008). The Division is the lawful agent through which the Commissioner discharges this responsibility.

2. American Trade Association, LLC ("ATA, LLC") is an Arkansas limited liability company with its registered agent located at 455 West Maurice, Hot Springs, Arkansas 71901. ATA, LLC is owned by Bart S. Posey ("Posey") and is located at 4676 Highway 41 North, Springfield, Tennessee 37172.

3. American Trade Association, Inc. (ATA, Inc.) is incorporated in the state of Indiana with its principals' (president and vice-president) address and its principal place of business listed as 4676 Highway 41 North, Springfield, Tennessee 37172.

4. Neither ATA, LLC nor ATA, Inc. is licensed as an insurance producer in this state.

5. Neither ATA, LLC nor ATA, Inc. is licensed as an insurance company in this state.

6. Obed W. Kirkpatrick, Sr. ("Kirkpatrick") is an individual with the address of 1705 Rocking Chair Place, Franklin, Tennessee 37067. Kirkpatrick had his insurance producer license revoked in February 2007.

7. Kirkpatrick is the president of ATA, Inc.

8. Richard H. Bachman ("Bachman") is an individual with the address of 1600 Magpie Cove, Austin, Texas 78746. Bachman is currently licensed as an insurance producer license in this state.

9. Bachman is the vice-president of ATA, Inc.

10. Posey is an individual with the address of 3448 Forest Park Road, Springfield, Tennessee 37172. Posey has a delinquent resident insurance producer license in this state.

11. Posey is an officer of ATA, Inc. and ATA, LLC.

12. In approximately July 2008, Respondents, through the internet websites http://rba-ata.com, https://atafirst.com and http://www.healthenroll.net, began selling, soliciting and negotiating insurance in this state on behalf of Serve America Assurance ("SAA").

13. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Limited Medical Plan, a group hospital indemnity insurance plan, on behalf of SAA, that offered the following benefits:

Base Plan Benefits	**Basic**	**Plus**	**Premier**
Benefit per in-patient confinement in hospital	$300	$500	$1,000
Daily Inpatient Benefit Maximum days per confinement	30 days	30 days	30 days
Optional Benefits			
Outpatient Physician Office Benefit per visit per member per calendar year	$50	$50	$70
Visit Indemnity Benefit Calendar year maximum per insured	6	6	6
Outpatient Diagnostic,X-Ray Benefit per tests daily for tests performed	$50	$50	$50
Lab Indemnity Benefit Calendar year max per insured for outpatient tests only	4	4	4
Surgical & Anesthesia Indemnity benefits Per benefit amount shown in the Surgical Schedule, based on benefit level chosen for type of surgery performed	$1,000	$1,000	$1,000
Percentage of additional benefit for Anesthesia Administration	20%	20%	20%
In-Hospital Additional Benefit Benefit Per Admission per insured	NA	$500	$1,000
Maximum additional benefit confinement per year	NA	2	2
Intensive Care Indemnity Benefit Per day of confinement in an intensive care room	$300	$500	$1,000
Maximum days per calendar year	30	30	30
Off the Job Accidental Injury Benefit Pays actual charges per covered accident, up to the amount			

Maximum benefit of 5 accidents per calendar year per member	$300	$500	$500
<u>Wellness Indemnity Benefit</u>			
Benefit per visit for physical examinations or certain diagnostic	$50 $100	$50	
Maximum visits per calendar year per insured	1	1	1
Well-child visits - 4 visits per calendar year for child 0-12 months and 2 visits per calendar for child 13-24 months	Included	Included	Included
<u>Emergency Room Sickness Visit</u>			
Benefit per visit to the ER	$50	$50	$100
Maximum per calendar year per insured	2	2	2
<u>Critical Illness Benefit</u>			
Benefit per initial diagnosis of a covered critical illness and an additional lump sum benefit of the same amount for a subsequent and separate covered critical illness event	NA	NA	$5,000/ 50% Spouse/Child
<u>Daily In-Patient Drug & Alcohol Indemnity Benefit</u>			
Benefit per day of confinement if insured is confined as an inpatient in a rehabilitation facility for substance abuse	$200	$200	$300
Calendar year maximum (lifetime max $$30,000)	$10,000	$10,000	$10,000
<u>Daily Inpatient Mental & Nervous Benefit</u>			
Benefit per day of confinement in an insured is confined as an inpatient in a rehabilitation facility for mental and nervous conditions	$200	$300	$300
Calendar year maximum (Lifetime max $30,000)	$10,000	$10,000	$10,000

Additional Coverage		
Group Term Life Insurance Policy with AD&D Rider	Member	$5,000
	Spouse	$2,500
	Child	$2,500 (AD&D coverage is not available on children)

14. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Per Occurrence Plan, a group hospital indemnity insurance plan, on behalf of SAA, that offered the following benefits:

	$2,500 Max Per Occurrence	$5,000 Max Per Occurrence	$7,500 Max Per Occurrence
Physicians Office Visits Primary, Specialist, Chiropractic Care	$25 co-pay-$50 Per Visit Benefit	$25 co-pay-$70 Per Visit Benefit	$25 co-pay-$80 Per Visit Benefit
ER/Ambulance Service/ Sickness/Accident Deductible Waived if due to Accident or admitted	$250 Ded - 80% to Maximum Benefit	$250 Ded - 80% to Maximum Benefit	$250 Ded - 90% to Maximum Benefit
Per Occurrence Deductible -No annual limit on occurrences -12 month pre-existing unless proof of current coverage - no pre-ex on office visits or RX	$300	$200	$200
Hospital in-patient benefit	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit

Physician services in-patient	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
In or Outpatient Surgery	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Additional in-patient only benefit Paid after the per occurrence accident/sickness benefit maximum has been paid and is used only as an in-patient benefit.	$400 Per Day Up to 30 Days Per Confinement	$400 Per Day Up to 30 Days Per Confinement	$400 Per Day Up to 30 Days Per Confinement
Lab/X-Ray/MRI/ CT Scans/ Diagnostic Tests	80% to maximum Per Occurrence Benefit of $750	80% to maximum Per Occurrence Benefit of $1,250	90% to maximum Per Occurrence Benefit of $1,500
Accidental Death Benefit Per Member	$10,000	$10,000	$10,000
Mental Health/ Alcohol/ Drug Rehabilitation In-patient Only	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Other Medical Services	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Home Health Care Hospice Physical Therapy Durable Medical Equipment			

Maternity treated as any other Sickness or Illness	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
RX benefits – Express Scripts 50% co-payment for name or generic brand medications up to the maximum per member per year benefit. Express Scripts Discount card after benefits are maxed out for the year.	Wholesale Rate Less Discount 50/50 Co-Pay $750 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay $1,250 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay $1,500 Annual Max

Accident Medical Plan - Additional Accident Benefit over health plan benefits - All plans include this benefit. $1,000 deductible and up to $25,000 benefit per accident - see policy for details.

15. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Critical Illness Plan, on behalf of SAA, that offered the following benefits:

CRITICAL ILLNESS PLAN
UNDERWRITTEN AND INSURED BY
SERVE AMERICA ASSURANCE, LTD
OFFERED TO MEMBERS OF THE
RBA-ATA

PRODUCT DETAILS

The Critical Illness Plan is available to all members of the RBA-ATA between the ages of 18 and 64. It is written guarantee issue with a twelve (12) month pre-existing period for all policies. The plan may be written on the member only or the member and his legal spouse or a family plan covering all immediate family members. Children must be under the age of 18 or a full-time student to be eligible until age 24 or their graduation whichever comes first.

The minimum coverage is $5,000 per member and the maximum is $25,000 per member. Benefits are payable for specific illnesses and are not a part of any health insurance benefit additionally paid for these illnesses. The benefit is paid a maximum of one time for all covered conditions. There is no death benefit paid. The maximum term of insurance is for ten (10) years.
UNDERWRITING

All policies are written with a twelve month (12) pre-existing exclusionary period from the effective date of the plan. This means that no benefit will be paid for any covered benefit for the first twelve months of the plan if the insured member has been treated for or diagnosed with that particular illness or sickness.

There is an attached height and weight table that must be adhered to. If you do not meet the minimum or maximum height and weight limits then you or your family member not meeting these requirements are not eligible for this plan and coverage will not be written.

The benefits and percentages listed on the attached documents are the only product benefits that will be paid on. If the disease or illness is not listed it will not be a covered benefit.

RBA-ATA
Critical Illness

Height and Weight Chart for Critical Illness

Note: If the Proposed Insured's height or weight falls outside of the listed parameters, they are not eligible for the critical illness plan. This includes the Proposed Insured's spouse or children

Height	Minimum Weight	Maximum Weight
4'8"	69	208
4'9"	70	213
4'10"	71	218
4'11"	73	223
5'0"	86	228
5'1"	87	232
5'2"	89	239
5'3"	91	252
5'4"	93	255
5'5"	95	258
5'6"	98	261
5'7"	101	281
5'8"	105	291

5'9"	107	301
5'10"	110	311
5'11"	114	321
6'0"	116	332
6'1"	119	340
6'2"	123	349
6'3"	130	357
6'4"	134	366
6'5"	138	374
6'6"	146	382

RBA-ATA CRITICAL ILLNESS
PRODUCT BENEFITS

100% BENEFIT PAID FOR THE FOLLOWING:

Life Threatening Cancer, Heart Attack, Stroke, Major Organ Transplant, Coronary Artery Bypass Surgery, Kidney Failure, Coma, Paralysis or Blindness

75% BENEFIT PAID FOR THE FOLLOWING:

Insured as Diagnosed by a Physician, Has a life expectancy of Twelve Months or Less, Insured is Permanently Confined to a Nursing Home Due to a Non-Correctable Medical Condition

25% BENEFIT PAID FOR THE FOLLOWING:

Benign Brain Tumor, Alzheimer's Disease, HIV Infection From Blood Transfusion, Parkinson's Disease, Aorta Graft Surgery, Heart Valve Replacement or Repair

10% BENEFIT PAID FOR THE FOLLOWING:

Coronary Angioplasty Surgery (payable one time only)

MAXIMUM CRITICAL ILLNESS BENEFIT IS:

The Policy's face amount or $25,000, whichever is lower. Subsequent claims payments, where applicable, will be based on the benefit percentage as listed above. The maximum payout will be 100% of the total critical illness benefit one time. The Policy terminates after the maximum benefit is paid. Benefits paid after a thirty day waiting period unless the twelve month pre-existing exclusion period precedes the claim benefit. There is no death benefit paid on this Policy.

RBA-ATA CRITICAL ILLNESS
PRODUCT EXCLUSIONS

THE FOLLOWING EXCLUSIONS APPLY TO THIS POLICY:

If the Insured has been diagnosed or treated for a particular condition within the past twelve (12) months then that condition is excluded for twelve months (12) from the effective date of the Policy. No benefit would be paid in the event of a claim being filed for that condition. There is a thirty day (30) waiting period before any benefit would be paid on all conditions.

THE CRITICAL ILLNESS BENEFIT WILL NOT BE PAYABLE IF THE LOSS RESULTS FROM THE FOLLOWING:

1. Intentionally self-inflicted injuries, while sane or insane (In MO, while sane; in SC, suicide, sane or insane, attempted suicide or intentionally self-inflicted injury); or
2. Alcohol or drug abuse (unless drug abuse was a result of the administration of drugs as part of a treatment by a doctor); in SC, alcohol, or drug addiction; or
3. Committing or attempting to commit a felony (in SC, participating in a felony); or
4. War (declared or undeclared) or any act of war, or service in any armed forces (in OK any war or any act of war, declared or undeclared, while serving in the military forces or any auxiliary unit attached thereto); or
5. Engaging in an illegal occupation (Except in SC); or
6. Participating in a riot or insurrection; or
7. Injury sustained while taking part in any of the following activities: *
   a. Amateur or Professional Sports or athletics, except for amateur sports or athletics which are non contact and undertaken solely for the leisure, recreational, entertainment or fitness purposes;
   b. Mountaineering where ropes or guides are normally used or at elevations of 4,500 meters or above;
   c. Aviation, except when traveling solely as a fare paying passenger in a commercial aircraft;
   d. Hang gliding, sky diving, parachuting or bungee jumping;
   e. Snow skiing or snowboarding, except for recreational downhill skiing or cross country snow skiing or snowboarding on prepared and marked boundaries and/or against the advice of the local ski school or local authoritative body;
   f. Racing by any animal or motorized vehicle
   g. Spelunking;
   h. Operating or riding in or upon, mounting or alighting from, any two, three or four wheeled motor/engine driven snowmobile or all terrain vehicle (ATV);

   * *Exclusion 7 applies only to the Critical Illness conditions of Paralysis, Blindness or Coma*

TAX TREATMENT: The payment of an accelerated benefit may be taxable. A personal tax advisor should be consulted to obtain information about the income tax effect on any accelerated benefits.

16. As of March 2009, Respondents had sold, solicited and negotiated in this state the Limited Medical Plan, the Per Occurrence Plan and the Critical Illness Plan on behalf of SAA through other various internet websites including, but not limited to, www.premierhealthcareonline.com, www.myatabenefit.com, www.prosperitypreparedness.com, www.healthtoday.biz, www.pinnaclehealthsavings.com and www.ehealthgreen.com.

17. SAA is not an insurance company authorized to transact insurance business in this state.

18. On February 18, 2010, Posey met with Indiana Department of Insurance investigator David Rose.

19. Posey admitted that as recently as February 18, 2010, the medical benefit plans provided by ATA, LLC and/or ATA, Inc. did not have an underwriter.

20. As of February 25, 2010, Respondents continue to sell, solicit and negotiate insurance in Tennessee through the internet website http://www.myatabenefits.com/index.php/index.php.

CONCLUSIONS OF LAW

21. TENN. CODE ANN. § 56-7-101(a) (2008) defines a contract of insurance, in pertinent part, as "an agreement by which one party, for a consideration, promises to pay money or its equivalent, or to do some act of value to the assured, upon the destruction or injury, loss or damage of something in which the other party has an insurable interest; and it is unlawful for any company to make any contract of insurance upon or concerning any property or interests or lives in this state, or with any resident of this state, or for any person, as insurance agent or insurance broker, to make,

negotiate, solicit, or in any manner aid in the transaction of the insurance, unless and except as authorized under this title."

22. TENN. CODE ANN. § 56-6-102(6) (2008) defines insurance producer as "a person required to be licensed under the laws of this state to sell, solicit or negotiate insurance."

23. TENN. CODE ANN. § 56-6-102 (7) (2008) defines insurer as "any insurance company authorized to transact insurance business by this state."

24. TENN. CODE ANN. § 56-6-103 (2008) states that "a person shall not sell, solicit or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority in accordance with this part."

25. TENN. CODE ANN. § 56-6-104 (b)(3) (2008) in pertinent part that an insurance producer license shall not be required for "an employer or association or its officers, directors, employees, or the trustees of an employee trust plan, to the extent that the employers, officers, employees, director or trustees are engaged in the administration or operation of a program of employee benefits for the employer's or association's own employees or the employees of its subsidiaries or affiliates, which program involves the use of insurance issued by an insurer, as long as the employers, associations, officers, directors, employees or trustees are not in any manner compensated, directly or indirectly, by the company issuing the contracts."

26. TENN. CODE ANN. § 56-6-112(a)(14) (2008) provides in pertinent part that the commissioner may place on probation, suspend, revoke or refuse to issue or renew a license or may levy a civil penalty in accordance with TENN. CODE ANN. § 56-2-305 (2008) or take any combination of those actions for selling, soliciting or negotiating insurance for a company that is not authorized to transact the business of insurance in this state.

27. TENN. CODE ANN. § 56-6-114 (2008) states in pertinent part that "[a] person who sells insurance in this State for an insurance company not authorized to do business in this State commits a fraudulent insurance act as defined by Tenn. Code Ann. § 56-53-102."

28. TENN. CODE ANN. § 56-2-305 (2008) states in pertinent part that if, after providing notice consistent with the process established by TENN. CODE ANN. § 4-5-320(c) (2005) and providing the opportunity for a contested case hearing held in accordance with TENN. CODE ANN. § 4-5-301 to 325 (2005), the Commissioner finds that any insurer, person, or entity required to be licensed, permitted, or authorized by the division of insurance has violated any statute, rule or order, the commissioner may, at the Commissioner's discretion, order the insurer, person, or entity to cease and desist from engaging in the act or practice giving rise to the violation; the payment of a monetary penalty; and the suspension or revocation of the insurer's, person's or entity's license.

29. The Findings of Fact and Conclusions of Law, above, demonstrate that ATA, LLC and ATA, Inc. fail to meet an exception to the insurance producer licensing requirement because their programs do not involve the use of insurance issued by an insurer. Therefore, ATA, LLC, ATA, Inc., Kirkpatrick and Posey have violated, and are continuing to violate, TENN. CODE ANN. § 56-6-103 (2008) by selling, soliciting and negotiating insurance without an insurance producer license. Such violation subjects ATA, LLC, ATA, Inc., Kirkpatrick and Posey to the sanctions provided in TENN. CODE ANN. § 56-2-305 (2008).

30. The Findings of Fact and Conclusions of Law, above, demonstrate that Respondents are violating TENN. CODE ANN. § 56-6-112(a)(14) (2008) by selling, soliciting or negotiating insurance for a company that is not authorized to transact the business of insurance in this state.

Such violation subjects Respondents to the sanctions provided in both TENN. CODE ANN. §§ 56-2-305 (2008), 56-6-112(a) (2008), 56-6-114(a) (2008) and 56-53-102 (2008).

31. Because ATA LLC, ATA Inc., Kirkpatrick and Posey are operating without insurance producer licenses and because all of the Respondents are selling, soliciting and negotiating insurance for a company that is not authorized to transact business in this State individuals who purchase insurance from the Respondents face serious risks. The selling, soliciting and negotiating of insurance in this State by the Respondent for an unauthorized company without substantive regulatory oversight to ensure lawful policy forms, rates, claims handling and the financial solvency leaves the public in danger in danger. If an insurer does not have adequate reserves to cover its liabilities, many policyholders may be effectively without insurance coverage. These drastic contingencies necessitate the Division's petition for summary relief in this case. Since the public is entitled to all of the protections that insurance regulation provides, the public health, safety, or welfare imperatively require emergency action requested in the Division's prayer.

NOW, THEREFORE, in consideration of the foregoing, it is **ORDERED** that:

1. American Trade Association, LLC, American Trade Association, Inc., Obed W. Kirkpatrick, Sr. and Bart S. Posey shall immediately cease and desist further violations of TENN. CODE ANN. § 56-6-103 (2008) by selling, soliciting or negotiating insurance in this State without insurance producer licenses;

2. American Trade Association, LLC, American Trade Association, Inc., Obed W. Kirkpatrick, Sr., Richard H. Bachman and Bart S. Posey shall immediately cease and desist further violations of TENN. CODE ANN. §§ 56-6-112(a)(14) (2008), 56-6-114 (2008) and 56-53-102 (2008) by selling, soliciting and negotiating insurance for a company that is not authorized to transact the

business of insurance in this state;

3. If requested by any of the Respondents, an informal conference shall be held to discuss the circumstances affecting the public health, safety or welfare which warranted the issuance of the summary order. A date for such informal conference will be set, and the Respondents shall be notified of the date when such informal conference may occur should it request one; and,

4. A hearing date is to be established as to all other matters raised in the Petition, and the Respondents shall be notified of the time, date and place for such hearing.

Entry of this Order shall not in any way restrict the Tennessee Insurance Division or the Commissioner of Commerce and Insurance from taking further action with respect to these or other possible violations by the Respondent of Tennessee Law or any of the Rules promulgated thereunder.

This Order shall become a Final Order thirty (30) days from the date of its entry.

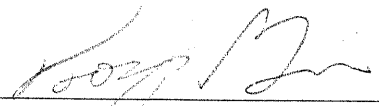
IT IS SO ORDERED.

ENTERED this the 25th day of February, 2010.

Leslie A. Newman

Leslie A. Newman
Commissioner

APPROVED FOR ENTRY:



Tony Greer (BPR#023657)
Assistant General Counsel
Department of Commerce and Insurance
500 James Robertson Parkway
Davy Crockett Tower, 2nd Floor
Nashville, Tennessee 37243
615 741 2199

RECEIVED
2010 FEB 25 PM 3:50
SECRETARY OF STATE

BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE
FOR THE STATE OF TENNESSEE

TENNESSEE INSURANCE DIVISION, Petitioner,	)	
vs.	)	No.: 10-011
AMERICAN TRADE ASSOCIATION, LLC, AMERICAN TRADE ASSOCIATION INC., OBED W. KIRKPATRICK, SR., RICHARD H. BACHMAN, AND BART S. POSEY, Respondent.	)	

NOTICE OF HEARING AND RIGHTS OF THE RESPONDENT

YOU ARE ADVISED THAT YOU HAVE THE RIGHT TO A HEARING AS TO ALL MATTERS RAISED IN THE PETITION ATTACHED HERETO. A HEARING ON THIS MATTER WILL BE HELD IN CONFERENCE ROOM A ON THE FIFTH FLOOR OF THE DAVY CROCKETT TOWER, 500 JAMES ROBERTSON PARKWAY, NASHVILLE, TENNESSEE, ON THE _____ DAY OF _____, 2010, COMMENCING AT _____ O'CLOCK A.M. CENTRAL STANDARD TIME.

YOU ARE FURTHER ADVISED THAT YOU HAVE THE RIGHT TO REQUEST AN INFORMAL CONFERENCE IN ORDER TO PRESENT YOUR VERSION OF THE SITUATION WHICH GIVES RISE TO THE SUMMARY ORDER TO CEASE AND DESIST. IF REQUESTED, THIS INFORMAL CONFERENCE SHALL BE HELD IN THE FIFTH FLOOR CONFERENCE ROOM OF THE DAVY CROCKETT TOWER, 500 JAMES ROBERTSON PARKWAY, NASHVILLE, TENNESSEE, ON THE _____ DAY OF _____, 2010, COMMENCING AT _____ O'CLOCK A.M. CENTRAL STANDARD TIME. YOUR REQUEST FOR SUCH AN INFORMAL CONFERENCE MUST BE COMMUNICATED IN WRITING PRIOR TO THE CONFERENCE DATE TO:

TONY GREER
ATTORNEY FOR THE INSURANCE DIVISION
SECOND FLOOR, DAVY CROCKETT TOWER
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

BE ADVISED THAT THE SOLE ISSUE TO BE CONSIDERED AT THE INFORMAL CONFERENCE IS WHETHER THE PUBLIC HEALTH, SAFETY OR WELFARE IMPERATIVELY REQUIRED EMERGENCY ACTION IN THIS MATTER.

AT ANY ADMINISTRATIVE HEARING, AND AT ANY SUCH PRELIMINARY PROCEEDING OR MEETING IN THIS MATTER, YOU HAVE THE RIGHT TO BE REPRESENTED BY AN ATTORNEY. YOU AND YOUR ATTORNEY HAVE THE RIGHT TO SUBMIT A WRITTEN RESPONSE TO THE ALLEGATIONS SET FORTH IN THE COMPLAINT. ANY WRITTEN RESPONSE SHOULD BE SENT TO THE ADDRESSES BELOW WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE. YOU SHOULD SUBMIT SUCH ANSWER TO:

THE ADMINISTRATIVE PROCEDURES DIVISION
OFFICE OF THE SECRETARY OF STATE
EIGHTH FLOOR, WILLIAM R. SNODGRASS TOWER
312 EIGHTH AVENUE, NORTH
NASHVILLE, TENNESSEE 37243

AND

TONY GREER
ATTORNEY FOR THE INSURANCE DIVISION
SECOND FLOOR, DAVY CROCKETT TOWER
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

RECEIVED
2010 FEB 25 PM 2:53
SECRETARY OF STATE

BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE OF THE STATE OF TENNESSEE

TENNESSEE INSURANCE DIVISION,	)	
Petitioner,	)	
	)	
vs.	)	
	)	
AMERICAN TRADE ASSOCIATION, LLC,	)	**No.: 12.04-106577J**
AMERICAN TRADE ASSOCIATION, INC.,	)	
OBED W. KIRKPATRICK, SR.,	)	
RICHARD H. BACHMAN and	)	
BART S. POSEY,	)	
Respondents.	)	

SUMMARY ORDER TO CEASE AND DESIST

This Order issues as a result of a Petition hereto filed by the Tennessee Insurance Division of the Department of Commerce and Insurance ("Division") and is predicated upon the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. The Tennessee Insurance Law (the "Law"), as amended, places the responsibility of the administration of the Law on the Commissioner of Tennessee Department of Commerce and Insurance ("Commissioner"). Tenn. Code Ann. §§ 56-1-202 and 204 (2008). The Division is the lawful agent through which the Commissioner discharges this responsibility.

2. American Trade Association, LLC ("ATA, LLC") is an Arkansas limited liability company with its registered agent located at 455 West Maurice, Hot Springs, Arkansas 71901. ATA, LLC is owned by Bart S. Posey ("Posey") and is located at 4676 Highway 41 North, Springfield, Tennessee 37172.

3. American Trade Association, Inc. (ATA, Inc.) is incorporated in the state of Indiana with its principals' (president and vice-president) address and its principal place of business listed as 4676 Highway 41 North, Springfield, Tennessee 37172.

4. Neither ATA, LLC nor ATA, Inc. is licensed as an insurance producer in this state.

5. Neither ATA, LLC nor ATA, Inc. is licensed as an insurance company in this state.

6. Obed W. Kirkpatrick, Sr. ("Kirkpatrick") is an individual with the address of 1705 Rocking Chair Place, Franklin, Tennessee 37067. Kirkpatrick had his insurance producer license revoked in February 2007.

7. Kirkpatrick is the president of ATA, Inc.

8. Richard H. Bachman ("Bachman") is an individual with the address of 1600 Magpie Cove, Austin, Texas 78746. Bachman is currently licensed as an insurance producer license in this state.

9. Bachman is the vice-president of ATA, Inc.

10. Posey is an individual with the address of 3448 Forest Park Road, Springfield, Tennessee 37172. Posey has a delinquent resident insurance producer license in this state.

11. Posey is an officer of ATA, Inc. and ATA, LLC.

12. In approximately July 2008, Respondents, through the internet websites http://rba-ata.com, https://atafirst.com and http://www.healthenroll.net, began selling, soliciting and negotiating insurance in this state on behalf of Serve America Assurance ("SAA").

13. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Limited Medical Plan, a group hospital indemnity insurance plan, on behalf of SAA, that offered the following benefits:

Base Plan Benefits	**Basic**	**Plus**	**Premier**
Benefit per in-patient confinement in hospital	$300	$500	$1,000
Daily Inpatient Benefit Maximum days per confinement	30 days	30 days	30 days
Optional Benefits			
Outpatient Physician Office Benefit per visit per member per calendar year	$50	$50	$70
Visit Indemnity Benefit Calendar year maximum per insured	6	6	6
Outpatient Diagnostic,X-Ray Benefit per tests daily for tests performed	$50	$50	$50
Lab Indemnity Benefit Calendar year max per insured for outpatient tests only	4	4	4
Surgical & Anesthesia Indemnity benefits Per benefit amount shown in the Surgical Schedule, based on benefit level chosen for type of surgery performed	$1,000	$1,000	$1,000
Percentage of additional benefit for Anesthesia Administration	20%	20%	20%
In-Hospital Additional Benefit Benefit Per Admission per insured	NA	$500	$1,000
Maximum additional benefit confinement per year	NA	2	2
Intensive Care Indemnity Benefit Per day of confinement in an intensive care room	$300	$500	$1,000
Maximum days per calendar year	30	30	30
Off the Job Accidental Injury Benefit Pays actual charges per covered accident, up to the amount			

Maximum benefit of 5 accidents per calendar year per member	$300	$500	$500
Wellness Indemnity Benefit			
Benefit per visit for physical examinations or certain diagnostic	$50 $100	$50	
Maximum visits per calendar year per insured	1	1	1
Well-child visits - 4 visits per calendar year for child 0-12 months and 2 visits per calendar for child 13-24 months	Included	Included	Included
Emergency Room Sickness Visit			
Benefit per visit to the ER	$50	$50	$100
Maximum per calendar year per insured	2	2	2
Critical Illness Benefit			
Benefit per initial diagnosis of a covered critical illness and an additional lump sum benefit of the same amount for a subsequent and separate covered critical illness event	NA	NA	$5,000/ 50% Spouse/Child
Daily In-Patient Drug & Alcohol Indemnity Benefit			
Benefit per day of confinement if insured is confined as an inpatient in a rehabilitation facility for substance abuse	$200	$200	$300
Calendar year maximum (lifetime max $$30,000)	$10,000	$10,000	$10,000
Daily Inpatient Mental & Nervous Benefit			
Benefit per day of confinement in an insured is confined as an inpatient in a rehabilitation facility for mental and nervous conditions	$200	$300	$300
Calendar year maximum (Lifetime max $30,000)	$10,000	$10,000	$10,000

Additional Coverage		
Group Term Life Insurance Policy with AD&D Rider	Member	$5,000
	Spouse	$2,500
	Child	$2,500 (AD&D coverage is not available on children)

14. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Per Occurrence Plan, a group hospital indemnity insurance plan, on behalf of SAA, that offered the following benefits:

	$2,500 Max Per Occurrence	$5,000 Max Per Occurrence	$7,500 Max Per Occurrence
Physicians Office Visits Primary, Specialist, Chiropractic Care	$25 co-pay-$50 Per Visit Benefit	$25 co-pay-$70 Per Visit Benefit	$25 co-pay-$80 Per Visit Benefit
ER/Ambulance Service/ Sickness/Accident Deductible Waived if due to Accident or admitted	$250 Ded - 80% to Maximum Benefit	$250 Ded - 80% to Maximum Benefit	$250 Ded - 90% to Maximum Benefit
Per Occurrence Deductible -No annual limit on occurrences -12 month pre-existing unless proof of current coverage - no pre-ex on office visits or RX	$300	$200	$200
Hospital in-patient benefit	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit

Physician services in-patient	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
In or Outpatient Surgery	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Additional in-patient only benefit Paid after the per occurrence accident/sickness benefit maximum has been paid and is used only as an in-patient benefit.	$400 Per Day Up to 30 Days Per Confinement	$400 Per Day Up to 30 Days Per Confinement	$400 Per Day Up to 30 Days Per Confinement
Lab/X-Ray/MRI/ CT Scans/ Diagnostic Tests	80% to maximum Per Occurrence Benefit of $750	80% to maximum Per Occurrence Benefit of $1,250	90% to maximum Per Occurrence Benefit of $1,500
Accidental Death Benefit Per Member	$10,000	$10,000	$10,000
Mental Health/ Alcohol/ Drug Rehabilitation In-patient Only	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Other Medical Services	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Home Health Care Hospice Physical Therapy Durable Medical Equipment			

Maternity treated as any other Sickness or Illness	80% to maximum Per Occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
RX benefits – Express Scripts 50% co-payment for name or generic brand medications up to the maximum per member per year benefit. Express Scripts Discount card after benefits are maxed out for the year.	Wholesale Rate Less Discount 50/50 Co-Pay $750 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay $1,250 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay $1,500 Annual Max

Accident Medical Plan - Additional Accident Benefit over health plan benefits - All plans include this benefit. $1,000 deductible and up to $25,000 benefit per accident - see policy for details.

15. In approximately January 2009, Respondents, through the internet website http://rba-ata.com, sold, solicited and negotiated in this state the Critical Illness Plan, on behalf of SAA, that offered the following benefits:

CRITICAL ILLNESS PLAN
UNDERWRITTEN AND INSURED BY
SERVE AMERICA ASSURANCE, LTD
OFFERED TO MEMBERS OF THE
RBA-ATA

PRODUCT DETAILS

The Critical Illness Plan is available to all members of the RBA-ATA between the ages of 18 and 64. It is written guarantee issue with a twelve (12) month pre-existing period for all policies. The plan may be written on the member only or the member and his legal spouse or a family plan covering all immediate family members. Children must be under the age of 18 or a full-time student to be eligible until age 24 or their graduation whichever comes first.

The minimum coverage is $5,000 per member and the maximum is $25,000 per member. Benefits are payable for specific illnesses and are not a part of any health insurance benefit additionally paid for these illnesses. The benefit is paid a maximum of one time for all covered conditions. There is no death benefit paid. The maximum term of insurance is for ten (10) years.
UNDERWRITING

All policies are written with a twelve month (12) pre-existing exclusionary period from the effective date of the plan. This means that no benefit will be paid for any covered benefit for the first twelve months of the plan if the insured member has been treated for or diagnosed with that particular illness or sickness.

There is an attached height and weight table that must be adhered to. If you do not meet the minimum or maximum height and weight limits then you or your family member not meeting these requirements are not eligible for this plan and coverage will not be written.

The benefits and percentages listed on the attached documents are the only product benefits that will be paid on. If the disease or illness is not listed it will not be a covered benefit.

RBA-ATA
Critical Illness

Height and Weight Chart for Critical Illness

Note: If the Proposed Insured's height or weight falls outside of the listed parameters, they are not eligible for the critical illness plan. This includes the Proposed Insured's spouse or children

Height	Minimum Weight	Maximum Weight
4'8"	69	208
4'9"	70	213
4'10"	71	218
4'11"	73	223
5'0"	86	228
5'1"	87	232
5'2"	89	239
5'3"	91	252
5'4"	93	255
5'5"	95	258
5'6"	98	261
5'7"	101	281
5'8"	105	291

5'9"	107	301
5'10"	110	311
5'11"	114	321
6'0"	116	332
6'1"	119	340
6'2"	123	349
6'3"	130	357
6'4"	134	366
6'5"	138	374
6'6"	146	382

RBA-ATA CRITICAL ILLNESS
PRODUCT BENEFITS

100% BENEFIT PAID FOR THE FOLLOWING:

Life Threatening Cancer, Heart Attack, Stroke, Major Organ Transplant, Coronary Artery Bypass Surgery, Kidney Failure, Coma, Paralysis or Blindness

75% BENEFIT PAID FOR THE FOLLOWING:

Insured as Diagnosed by a Physician, Has a life expectancy of Twelve Months or Less, Insured is Permanently Confined to a Nursing Home Due to a Non-Correctable Medical Condition

25% BENEFIT PAID FOR THE FOLLOWING:

Benign Brain Tumor, Alzheimer's Disease, HIV Infection From Blood Transfusion, Parkinson's Disease, Aorta Graft Surgery, Heart Valve Replacement or Repair

10% BENEFIT PAID FOR THE FOLLOWING:

Coronary Angioplasty Surgery (payable one time only)

MAXIMUM CRITICAL ILLNESS BENEFIT IS:

The Policy's face amount or $25,000, whichever is lower. Subsequent claims payments, where applicable, will be based on the benefit percentage as listed above. The maximum payout will be 100% of the total critical illness benefit one time. The Policy terminates after the maximum benefit is paid. Benefits paid after a thirty day waiting period unless the twelve month pre-existing exclusion period precedes the claim benefit. There is no death benefit paid on this Policy.

RBA-ATA CRITICAL ILLNESS
PRODUCT EXCLUSIONS

THE FOLLOWING EXCLUSIONS APPLY TO THIS POLICY:

If the Insured has been diagnosed or treated for a particular condition within the past twelve (12) months then that condition is excluded for twelve months (12) from the effective date of the Policy. No benefit would be paid in the event of a claim being filed for that condition. There is a thirty day (30) waiting period before any benefit would be paid on all conditions.

THE CRITICAL ILLNESS BENEFIT WILL NOT BE PAYABLE IF THE LOSS RESULTS FROM THE FOLLOWING:

1. Intentionally self-inflicted injuries, while sane or insane (In MO, while sane; in SC, suicide, sane or insane, attempted suicide or intentionally self-inflicted injury); or
2. Alcohol or drug abuse (unless drug abuse was a result of the administration of drugs as part of a treatment by a doctor); in SC, alcohol, or drug addiction; or
3. Committing or attempting to commit a felony (in SC, participating in a felony); or
4. War (declared or undeclared) or any act of war, or service in any armed forces (in OK any war or any act of war, declared or undeclared, while serving in the military forces or any auxiliary unit attached thereto); or
5. Engaging in an illegal occupation (Except in SC); or
6. Participating in a riot or insurrection; or
7. Injury sustained while taking part in any of the following activities: *
   a. Amateur or Professional Sports or athletics, except for amateur sports or athletics which are non contact and undertaken solely for the leisure, recreational, entertainment or fitness purposes;
   b. Mountaineering where ropes or guides are normally used or at elevations of 4,500 meters or above;
   c. Aviation, except when traveling solely as a fare paying passenger in a commercial aircraft;
   d. Hang gliding, sky diving, parachuting or bungee jumping;
   e. Snow skiing or snowboarding, except for recreational downhill skiing or cross country snow skiing or snowboarding on prepared and marked boundaries and/or against the advice of the local ski school or local authoritative body;
   f. Racing by any animal or motorized vehicle
   g. Spelunking;
   h. Operating or riding in or upon, mounting or alighting from, any two, three or four wheeled motor/engine driven snowmobile or all terrain vehicle (ATV);

   * *Exclusion 7 applies only to the Critical Illness conditions of Paralysis, Blindness or Coma*

TAX TREATMENT: The payment of an accelerated benefit may be taxable. A personal tax advisor should be consulted to obtain information about the income tax effect on any accelerated benefits.

16. As of March 2009, Respondents had sold, solicited and negotiated in this state the Limited Medical Plan, the Per Occurrence Plan and the Critical Illness Plan on behalf of SAA through other various internet websites including, but not limited to, www.premierhealthcareonline.com, www.myatabenefit.com, www.prosperitypreparedness.com, www.healthtoday.biz, www.pinnaclehealthsavings.com and www.ehealthgreen.com.

17. SAA is not an insurance company authorized to transact insurance business in this state.

18. On February 18, 2010, Posey met with Indiana Department of Insurance investigator David Rose.

19. Posey admitted that as recently as February 18, 2010, the medical benefit plans provided by ATA, LLC and/or ATA, Inc. did not have an underwriter.

20. As of February 25, 2010, Respondents continue to sell, solicit and negotiate insurance in Tennessee through the internet website http://www.myatabenefits.com/index.php/index.php.

CONCLUSIONS OF LAW

21. TENN. CODE ANN. § 56-7-101(a) (2008) defines a contract of insurance, in pertinent part, as "an agreement by which one party, for a consideration, promises to pay money or its equivalent, or to do some act of value to the assured, upon the destruction or injury, loss or damage of something in which the other party has an insurable interest; and it is unlawful for any company to make any contract of insurance upon or concerning any property or interests or lives in this state, or with any resident of this state, or for any person, as insurance agent or insurance broker, to make,

negotiate, solicit, or in any manner aid in the transaction of the insurance, unless and except as authorized under this title."

22. TENN. CODE ANN. § 56-6-102(6) (2008) defines insurance producer as "a person required to be licensed under the laws of this state to sell, solicit or negotiate insurance."

23. TENN. CODE ANN. § 56-6-102 (7) (2008) defines insurer as "any insurance company authorized to transact insurance business by this state."

24. TENN. CODE ANN. § 56-6-103 (2008) states that "a person shall not sell, solicit or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority in accordance with this part."

25. TENN. CODE ANN. § 56-6-104 (b)(3) (2008) in pertinent part that an insurance producer license shall not be required for "an employer or association or its officers, directors, employees, or the trustees of an employee trust plan, to the extent that the employers, officers, employees, director or trustees are engaged in the administration or operation of a program of employee benefits for the employer's or association's own employees or the employees of its subsidiaries or affiliates, which program involves the use of insurance issued by an insurer, as long as the employers, associations, officers, directors, employees or trustees are not in any manner compensated, directly or indirectly, by the company issuing the contracts."

26. TENN. CODE ANN. § 56-6-112(a)(14) (2008) provides in pertinent part that the commissioner may place on probation, suspend, revoke or refuse to issue or renew a license or may levy a civil penalty in accordance with TENN. CODE ANN. § 56-2-305 (2008) or take any combination of those actions for selling, soliciting or negotiating insurance for a company that is not authorized to transact the business of insurance in this state.

27. TENN. CODE ANN. § 56-6-114 (2008) states in pertinent part that "[a] person who sells insurance in this State for an insurance company not authorized to do business in this State commits a fraudulent insurance act as defined by Tenn. Code Ann. § 56-53-102."

28. TENN. CODE ANN. § 56-2-305 (2008) states in pertinent part that if, after providing notice consistent with the process established by TENN. CODE ANN. § 4-5-320(c) (2005) and providing the opportunity for a contested case hearing held in accordance with TENN. CODE ANN. § 4-5-301 to 325 (2005), the Commissioner finds that any insurer, person, or entity required to be licensed, permitted, or authorized by the division of insurance has violated any statute, rule or order, the commissioner may, at the Commissioner's discretion, order the insurer, person, or entity to cease and desist from engaging in the act or practice giving rise to the violation; the payment of a monetary penalty; and the suspension or revocation of the insurer's, person's or entity's license.

29. The Findings of Fact and Conclusions of Law, above, demonstrate that ATA, LLC and ATA, Inc. fail to meet an exception to the insurance producer licensing requirement because their programs do not involve the use of insurance issued by an insurer. Therefore, ATA, LLC, ATA, Inc., Kirkpatrick and Posey have violated, and are continuing to violate, TENN. CODE ANN. § 56-6-103 (2008) by selling, soliciting and negotiating insurance without an insurance producer license. Such violation subjects ATA, LLC, ATA, Inc., Kirkpatrick and Posey to the sanctions provided in TENN. CODE ANN. § 56-2-305 (2008).

30. The Findings of Fact and Conclusions of Law, above, demonstrate that Respondents are violating TENN. CODE ANN. § 56-6-112(a)(14) (2008) by selling, soliciting or negotiating insurance for a company that is not authorized to transact the business of insurance in this state.

Such violation subjects Respondents to the sanctions provided in both TENN. CODE ANN. §§ 56-2-305 (2008), 56-6-112(a) (2008), 56-6-114(a) (2008) and 56-53-102 (2008).

31. Because ATA LLC, ATA Inc., Kirkpatrick and Posey are operating without insurance producer licenses and because all of the Respondents are selling, soliciting and negotiating insurance for a company that is not authorized to transact business in this State individuals who purchase insurance from the Respondents face serious risks. The selling, soliciting and negotiating of insurance in this State by the Respondent for an unauthorized company without substantive regulatory oversight to ensure lawful policy forms, rates, claims handling and the financial solvency leaves the public in danger in danger. If an insurer does not have adequate reserves to cover its liabilities, many policyholders may be effectively without insurance coverage. These drastic contingencies necessitate the Division's petition for summary relief in this case. Since the public is entitled to all of the protections that insurance regulation provides, the public health, safety, or welfare imperatively require emergency action requested in the Division's prayer.

NOW, THEREFORE, in consideration of the foregoing, it is **ORDERED** that:

1. American Trade Association, LLC, American Trade Association, Inc., Obed W. Kirkpatrick, Sr. and Bart S. Posey shall immediately cease and desist further violations of TENN. CODE ANN. § 56-6-103 (2008) by selling, soliciting or negotiating insurance in this State without insurance producer licenses;

2. American Trade Association, LLC, American Trade Association, Inc., Obed W. Kirkpatrick, Sr., Richard H. Bachman and Bart S. Posey shall immediately cease and desist further violations of TENN. CODE ANN. §§ 56-6-112(a)(14) (2008), 56-6-114 (2008) and 56-53-102 (2008) by selling, soliciting and negotiating insurance for a company that is not authorized to transact the

business of insurance in this state;

3. If requested by any of the Respondents, an informal conference shall be held to discuss the circumstances affecting the public health, safety or welfare which warranted the issuance of the summary order. A date for such informal conference will be set, and the Respondents shall be notified of the date when such informal conference may occur should it request one; and,

4. A hearing date is to be established as to all other matters raised in the Petition, and the Respondents shall be notified of the time, date and place for such hearing.

Entry of this Order shall not in any way restrict the Tennessee Insurance Division or the Commissioner of Commerce and Insurance from taking further action with respect to these or other possible violations by the Respondent of Tennessee Law or any of the Rules promulgated thereunder.

This Order shall become a Final Order thirty (30) days from the date of its entry.

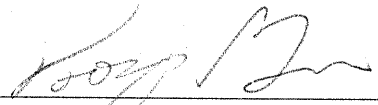
IT IS SO ORDERED.

ENTERED this the 25th day of February, 2010.

Leslie A. Newman

Leslie A. Newman
Commissioner

APPROVED FOR ENTRY:



Tony Greer (BPR#023657)
Assistant General Counsel
Department of Commerce and Insurance
500 James Robertson Parkway
Davy Crockett Tower, 2nd Floor
Nashville, Tennessee 37243
615 741 2199

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SECRETARY OF STATE

BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE
FOR THE STATE OF TENNESSEE

TENNESSEE INSURANCE DIVISION, Petitioner,	)	
vs.	)	No.: 10-011
AMERICAN TRADE ASSOCIATION, LLC, AMERICAN TRADE ASSOCIATION INC., OBED W. KIRKPATRICK, SR., RICHARD H. BACHMAN, AND BART S. POSEY, Respondent.	)	

NOTICE OF HEARING AND RIGHTS OF THE RESPONDENT

YOU ARE ADVISED THAT YOU HAVE THE RIGHT TO A HEARING AS TO ALL MATTERS RAISED IN THE PETITION ATTACHED HERETO. A HEARING ON THIS MATTER WILL BE HELD IN CONFERENCE ROOM A ON THE FIFTH FLOOR OF THE DAVY CROCKETT TOWER, 500 JAMES ROBERTSON PARKWAY, NASHVILLE, TENNESSEE, ON THE _____ DAY OF _____, 2010, COMMENCING AT _____ O'CLOCK A.M. CENTRAL STANDARD TIME.

YOU ARE FURTHER ADVISED THAT YOU HAVE THE RIGHT TO REQUEST AN INFORMAL CONFERENCE IN ORDER TO PRESENT YOUR VERSION OF THE SITUATION WHICH GIVES RISE TO THE SUMMARY ORDER TO CEASE AND DESIST. IF REQUESTED, THIS INFORMAL CONFERENCE SHALL BE HELD IN THE FIFTH FLOOR CONFERENCE ROOM OF THE DAVY CROCKETT TOWER, 500 JAMES ROBERTSON PARKWAY, NASHVILLE, TENNESSEE, ON THE _____ DAY OF _____, 2010, COMMENCING AT _____ O'CLOCK A.M. CENTRAL STANDARD TIME. YOUR REQUEST FOR SUCH AN INFORMAL CONFERENCE MUST BE COMMUNICATED IN WRITING PRIOR TO THE CONFERENCE DATE TO:

TONY GREER
ATTORNEY FOR THE INSURANCE DIVISION
SECOND FLOOR, DAVY CROCKETT TOWER
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

BE ADVISED THAT THE SOLE ISSUE TO BE CONSIDERED AT THE INFORMAL CONFERENCE IS WHETHER THE PUBLIC HEALTH, SAFETY OR WELFARE IMPERATIVELY REQUIRED EMERGENCY ACTION IN THIS MATTER.

AT ANY ADMINISTRATIVE HEARING, AND AT ANY SUCH PRELIMINARY PROCEEDING OR MEETING IN THIS MATTER, YOU HAVE THE RIGHT TO BE REPRESENTED BY AN ATTORNEY. YOU AND YOUR ATTORNEY HAVE THE RIGHT TO SUBMIT A WRITTEN RESPONSE TO THE ALLEGATIONS SET FORTH IN THE COMPLAINT. ANY WRITTEN RESPONSE SHOULD BE SENT TO THE ADDRESSES BELOW WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE. YOU SHOULD SUBMIT SUCH ANSWER TO:

THE ADMINISTRATIVE PROCEDURES DIVISION
OFFICE OF THE SECRETARY OF STATE
EIGHTH FLOOR, WILLIAM R. SNODGRASS TOWER
312 EIGHTH AVENUE, NORTH
NASHVILLE, TENNESSEE 37243

AND

TONY GREER
ATTORNEY FOR THE INSURANCE DIVISION
SECOND FLOOR, DAVY CROCKETT TOWER
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243