IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT, IN AND FOR LEON COUNTY, FLORIDA

STATE OF FLORIDA, ex. rel., the FLORIDA DEPARTMENT OF FINANCIAL SERVICES.

Relator,

VS.

DEPAWIX HEALTH RESOURCES, INC.; GREEN CROSS MANAGED HEALTH SYSTEMS; PECK &PECK, INC.; NEW AMERICAN HEALTH PLANNING, INC.; and DISTRIBUTION BY DATAGEN

Respondents.

CASE NO.: 2011- (A-109)

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PETITION FOR AN ORDER TO SHOW CAUSE AS TO WHY THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES SHOULD NOT BE APPOINTED RECEIVER FOR PURPOSES OF LIQUIDATION

The State of Florida, ex rel., the Department of Financial Services (herein "Department"), by counsel, applies to the Court for the entry of an Order to Show Cause for the appointment of a receiver for Depawix Health Resources, Inc. (Depawix), Green Cross Managed Health Systems (Green Cross), Peck & Peck, Inc. (Peck & Peck), New American Health Planning, Inc. (New American), and Distribution by Datagen (Datagen) for purposes of liquidation and giving notice of automatic stay. In support of its petition, the Department would show:

1. Relator applies to this Court for entry of an Order to Show Cause Why the Department of Financial Services Should Not Be Appointed Receiver for Purposes of Liquidation. Grounds exist for a formal delinquency proceeding against Respondents under Part I, Chapter 631, Florida Statutes, because Respondents are violating the Florida

Insurance Code by issuing contracts of purported health insurance without a certificate of authority or otherwise being exempt from the provisions of the Florida Insurance Code. The grounds for delinquency proceeding include, but are not limited to, subsections 631.051(3) and (8), Florida Statutes.

- 2. Section 631.021(3), Florida Statutes, provides that a delinquency proceeding pursuant to Chapter 631, Florida Statutes, constitutes the sole and exclusive method of liquidating, rehabilitating, reorganizing, or conserving an insurer. Section 624.03, Florida Statutes, defines "Insurer" as every person engaged as indemnitor, surety or contractor in the business of entering into contracts of insurance. Section 631.011(15), Florida Statutes, states that, in addition to persons so defined under 624.03, Florida Statutes, "insurer" includes persons purporting to be insurers or organizing, or holding themselves out as organizing, in this state for the purposes of becoming insurers.
- 3. Pursuant to Section 631.031(1), Florida Statutes, Kevin McCarty, the Commissioner of the Office of Insurance Regulation (the Office), has written a letter to the Chief Financial Officer Jeff Atwater stating grounds for the initiation of delinquency proceedings against Respondents. A copy of the letter is incorporated herein as Exhibit "A".
- 4. Under Section 631.031, Florida Statutes, the Department is empowered to apply to this Court for an Order directing the Respondents to show cause why the Department should not be appointed Receiver of the Respondents for the purposes of rehabilitation or liquidation under any of the grounds set out in Sections 631.051 or 631.061, Florida Statutes. Section 631.031, Florida Statutes, further provides on the return of such order to show cause, and after full hearing, the Court shall either grant or

deny the application together with such other relief as the nature of the case and the interests of the policyholders, creditors, stockholders, members, subscribers, or public may require.

- 5. Section 624.401(1), Florida Statutes, states that no person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance in this state except as authorized by a subsisting Certificate of Authority issued to the insurer by the Office.
- 6. Section 624.04, Florida Statutes, states that a "Person" includes an individual, insurer, company, association, organization, Lloyds, society, reciprocal insurer, or interinsurance exchange, partnership, syndicate, business trust, corporation, agent, general agent, broker, service representative, adjuster, and every legal entity.
- 7. Section 624.401(4), Florida Statutes, states that any person that acts as an insurer, transacts insurance, or otherwise engages in insurance activities in this state without a certificate of authority in violation of this section commits a felony of up to a first degree, punishable as provided in Sections 775.082, 775.083, or 775.084, Florida Statutes.
- 8. In State v. Knott, 166 So. 835 (Fla. 1936), the Florida Supreme Court found that "the business of insurance so directly affects the public that it is generally considered to be affected with a public interest, and, being so, is subject to regulation and control by the Legislature, which includes the power to license and regulate the agents through whom such business is conducted." Id. at 837. The court further states that "It would be difficult to find a business that more vitally affects the public interest...." Id. In

Natelson v. Department of Insurance, 454 So.2d 31 (Fla. 1st DCA 1984), the court stated that the business of insurance is "greatly affected by the public trust." <u>Id</u> at 31.

- 9. Section 626.901, Florida Statutes, a section of the Florida Insurance Code pertaining to unauthorized insurers, states "The Legislature finds that a violation of this section constitutes an imminent and immediate threat to the health, safety, and welfare of the residents of this state."
- 10. Grounds exist pursuant to Sections 631.051 and 631.061, Florida Statutes, for the entry of an Order to Show Cause as to why the Department should not be appointed the Receiver of Respondents for purposes of liquidation. The specific grounds are subsections 631.051(3) and (8), Florida Statutes, and are based upon Respondents' violations of the Florida Insurance Code. Although they transacted insurance in Florida, Respondents are not and have never been authorized insurers in the State of Florida. See affidavit of Keith Nault attached as Exhibit "B." As such, Respondents' actions are in violation of section 624.401(1), Florida Statutes.
- 11. On August 26, 2009 the Office issued its Immediate Final Order finding that Peck & Peck, Depawix and Green Cross were engaged in the unlicensed, unauthorized transaction of insurance in Florida and ordering those entities, including successor companies and agents, to cease and desist transacting the unauthorized business of insurance in Florida. The Office also found that the actions of Peck & Peck, DEPAWIX and Green Cross placed Florida consumers at great risk of loss and posed an immediate danger to the public welfare. See Immediate Final Order (IFO) attached as Composite Exhibit "C".

- 12. Peck & Peck and Depawix are Georgia corporations headquartered in the Atlanta metro area, while Green Cross is not a registered corporation in either Georgia or Florida, but has offices in Jacksonville, Florida. Green Cross calls itself a managed health system that purportedly provides health insurance to Florida consumers by placing them in part-time jobs with Depawix as a tester of the Green Cross process of medical care [Exhibit "A" to IFO]. Peck & Peck, Green Cross and Depawix have engaged in the insurance business in Florida.
- 13. Although Peck & Peck and Depawix are Georgia corporations, they are not licensed insurers in Georgia and are not regulated by the Georgia Department of Insurance. Respondents' business transactions for writing insurance took place in the State of Florida as evidenced by the IFO (Composite Exhibit "C.") Therefore, the Respondents must be deemed as de facto domiciled in Florida to protect the contract holders and marshal assets to satisfy the claims.
- 14. Also, section 626.909(4), Florida Statutes, states "Transaction of business in this state, as so defined, by any unauthorized insurer or person representing or aiding such insurer shall be deemed consent by the insurer or person representing or aiding such insurer to the jurisdiction of the office or department in proceedings, examinations, and hearings before it as provided for in this code...". By operating an unauthorized insurance business in Florida, Respondents cannot be allowed to escape Florida's laws, rules and regulations applicable to a licensed insurance company.
- 15. As a result of an Office investigation it was determined that Peck & Peck, Green Cross and Depawix were engaged in the unauthorized business of marketing, sale, and distribution of health insurance in Florida. These companies marketed group and

individual health insurance plans to small businesses and individuals, both directly and through licensed and unlicensed insurance agents under the guise of selling an employment opportunity with Depawix that provided medical benefits. Groups and individuals who wished to participate in the Green Cross program were, in addition to any existing employment with a Florida business, required to be "dually employed" by Depawix. [Exhibit "B" to IFO]

- 16. These health benefit plans included the Green Cross Genesis program for individuals, the Green Cross Sirus program for small to medium-sized business, and a Plan B/Class 1 and 3 for employers with employees who have known or predicted medical conditions. It appears that the Plan B/Class 3 participants were those individuals that had or were predicted to have more than \$1,500.00 in medical expenses during a given month. The Genesis, Sirus and Plan B/Class 1 plans were self-insured and relied on pooled financial contributions from multiple employers and individuals, whereas the Plan B/Class 3 plan was fully insured by a Georgia based insurer.
- 17. As a part-time employee of Depawix participating in the Genesis, Sirus or Plan B/Class 1, each insured agreed to work 15 hours a month at a rate of \$7.50 an hour for a total of \$112.50 each month. [Exhibit "D" to IFO]
- 18. The work performed by the part-time employees of Depawix was minimal and amounted to nothing more than studying the interaction between the insured and the patient advocate by requiring the insured to participate in annual health assessments, establishing a health management plan, agreeing to work with a patient advocate when using health care and providing copies of medical bills to the patient advocate when treatment was complete. [Exhibit "C" to IFO]

- 19. Regardless of the insured's placement as a part-time employee with Depawix and the illusion of dual employment, the main goal of Peck & Peck, Green Cross and Depawix was to market and sell health insurance coverage. The product being promoted by Green Cross was sold and marketed to Florida citizens as individual or group health insurance. Florida citizens entered into this agreement as a way to obtain low cost health insurance for their employees, families or themselves.
- 20. Pursuant to the information received from the Department of Financial Services, Division of Consumer Services, approximately 290 Florida consumers purchased insurance through Peck & Peck, Green Cross and Depawix. Each such transaction constitutes the unauthorized transaction of insurance.
- 21. Office records reveal that none of the above referenced entities currently hold or have ever been granted a license or Certificate of Authority by the Office authorizing the entity or individual to transact business as a health insurer, business or insurance business in any capacity, nor are the following entities registered as eligible surplus lines insurance carriers in Florida: Peck & Peck, Green Cross, or Depawix. [Certificates of Non-Authority are attached as Exhibit "G" to IFO].
- 22. Despite the absence of any Certificate of Authority or any other authorization to transact insurance business in Florida, Peck & Peck, Green Cross and Depawix worked together engaged in the unlicensed, unauthorized, transaction of insurance with consumers located in Florida, in violation of the Florida Insurance Code including, Sections 624.401 and 626.901, Florida Statutes.
- 23. These illegal transactions and the ongoing sales and marketing activities of these companies place Florida Consumers at great risk of loss. Such activity by Peck &

Peck, Green Cross, and Depawix presents potential financial harm to Florida consumers, the extent of which cannot be discovered immediately. When claims are not paid or an unauthorized entity becomes insolvent there is no state guaranty fund to step in and pay valid claims on behalf of policy holders. The purchase of health insurance through an unauthorized entity presents an imminent and immediate danger to the health, safety and welfare of Florida consumers.

- 24. Respondents' business transactions for writing insurance took place in the State of Florida as evidenced by the affidavit of Investigator Keith Nault, Market Investigations, Exhibit "B." The IFO issued August 26, 2009, is final and Respondents are bound by the Office's findings in the IFO. In the IFO, the Office found that the continued transaction of insurance without proper licensure by Peck & Peck, Green Cross, and Depawix poses an immediate danger to the public welfare.
- 25. After the IFO was issued, some new companies began operating a new version of essentially the same scheme that was the subject of the IFO.
- 26. Datagen, a Georgia corporation, has essentially taken the place of Depawix. Gallagher Health Studies (Gallagher) has essentially taken the place of Green Cross and Smart Services (Smart) has replaced Peck & Peck. Many of the same individuals are involved in both generations of the scheme.
- 27. Datagen is a Georgia corporation headquartered in the Atlanta metro area, while Smart is not a registered corporation in either Georgia or Florida. Datagen and Smart have engaged in the insurance business in Florida.
- 28. Although Datagen is a Georgia corporation, it is not a licensed insurer in Georgia and is not regulated by the Georgia Department of Insurance. Datagen's

business transactions for writing insurance took place in the State of Florida. Therefore,

Datagen must be deemed as de facto domiciled in Florida to protect the contract holders and
marshal assets to satisfy the claims. By operating an unauthorized insurance business,

Datagen cannot be allowed to escape the laws rules, and regulations applicable to a licensed
insurance company

- 29. In the latest version of the scheme, prospective insureds are solicited to become employees of Datagen. The employment with Datagen is in addition to any existing employment in Florida. As an employee, the insured can participate in an insurance product called "Redstone" which is marketed by New American, a Florida corporation. The terms of employment are very similar to the employment with Depawix discussed above. Essentially, the "employee" works 10 hours a month for \$7.50 an hour with very limited duties
- 30. If the employee of Datagen chooses to participate in the Redstone product, the employee is given an agreement to enter into with Smart. The employee is required to pay a monthly fee to Smart in exchange for coverage.
- 31. The employment scheme is insurance and is subject to regulation by the State of Florida. In response to the cease and desist order in the IFO, Peck & Peck, Green Cross, and Depawix have merely shifted their unauthorized operations to new companies, including Datagen and New American.
- 32. Office records reveal that none of the above referenced entities currently hold or have ever been granted a license or Certificate of Authority by the Office authorizing the entity or individual to transact business as a health insurer, business or insurance business in any capacity, nor are the following entities registered as eligible

surplus lines insurance carriers in Florida: Datagen or New American. [Certificates of Non-Authority are attached as Composite Exhibit "D"].

- 33. Despite the absence of any Certificate of Authority or any other authorization to transact insurance business in Florida, Datagen and New American worked together engaged in the unlicensed, unauthorized, transaction of insurance with consumers located in Florida, in violation of the Florida Insurance Code including, Sections 624.401 and 626.901, Florida Statutes.
- 34. These illegal transactions and the ongoing sales and marketing activities of these companies place Florida Consumers at great risk of loss. Such activity by Datagen and New American presents financial harm to Florida consumers, the extent of which cannot be discovered immediately. When claims are not paid or an unauthorized entity becomes insolvent there is no state guaranty fund to step in and pay valid claims on behalf of policy holders. The purchase of health insurance through an unauthorized entity presents an imminent and immediate danger to the health, safety and welfare of Florida consumers.
- 35. These illegal transactions and the ongoing sales and marketing activities of these companies place Florida Consumers at great risk of loss. Such activity by Datagen and New American presents potential financial harm to Florida consumers, the extent of which cannot be discovered immediately. When claims are not paid or an unauthorized entity becomes insolvent there is no state guaranty fund to step in and pay valid claims on behalf of policy holders. The purchase of health insurance through an unauthorized entity presents an imminent and immediate danger to the health, safety and welfare of Florida consumers.

- 36. Respondents' business transactions for writing insurance took place in the State of Florida as evidenced by the affidavit of Investigator Keith Nault, Market Investigations, attached as Exhibit "B."
- 37. Section 631.041(1), Florida Statutes, provides that the Department's petition for an order to show cause operates as an automatic stay of judicial and administrative actions against the insurer and its assets. Notice of the automatic stay should be contained within the Order to Show Cause.
- 38. A receivership is an in rem action. The assets of Respondents are within the constructive possession and control of the Court. In order to provide the Court with tools to safeguard those assets, sections 631.041(3) and (4), Florida Statutes, authorize this Court to enter certain injunctions to preserve the remaining assets of the insurer. Section 631.021, Florida Statutes, further provides the Court with the authority to make all necessary or proper orders to carry out the purposes of this chapter. The specifically stated purpose of Chapter 631, Florida Statutes, as set forth in Section 631.001(4), Florida Statutes, is to protect the interests of the insureds, creditors, and the public generally.
- 39. Due to the Respondents' unauthorized status, it would be proper for the Court to issue injunctions pursuant to Sections 631.041(3) and (4), Florida Statutes, to protect the Respondents' estate through the Court's in rem jurisdiction over the assets pending further hearing on this matter.

WHEREFORE, the Department respectfully requests this Court enter an order:

A. Directing the Respondents to appear before this Court on a short day certain and show good cause, if any, as to why the Department should not be appointed

Receiver of Respondents for purposes of liquidation under the provisions of Chapter 631, Florida Statutes.

- B. Requiring Respondents to file a written response along with any defenses it may have to the Department's allegations within 10 days of the service of this Order and at least 15 days prior to hearing.
- C. Directing Respondents, their parent corporations, subsidiaries, or affiliated persons controlled by either the Respondents or their parent corporations, to make their books, documents, accounts, records and affairs pertaining to the Respondents available for inspection and examination by the Department during normal business hours.
- D. Directing that in order to protect the interests of policyholders, creditors, and the public generally, pending the adjudication of this matter and to protect and preserve the assets, books, and records of Respondents pending hearing on the Department's petition, pursuant to Sections 631.041(3) and (4), Florida Statutes, all persons, firms, corporations, associations and Respondents' affiliates as defined by section 631.011, Florida Statutes, and all other persons or entities within the jurisdiction of this Court, including, but not limited to, Respondents and their officers, directors, stockholders, trustees, members, agents, and employees be enjoined and restrained from removing, destroying, or otherwise disposing of any documents, books, records, or assets of Respondents (or pertaining to Respondents), from doing, through acts of commission or omission, or permitting to be done any action which might waste or otherwise dispose of the books, records, and assets of, or directly or indirectly relating to, the Respondents; from denying the Department access to the books, records, and assets of, or directly or indirectly relating to, the Respondents; from in any manner interfering with the

Department or the conduct of these proceedings; from the removal, concealment or other disposition of the property, books, records, and accounts of, or directly or indirectly relating to, the Respondents; from the commencement or prosecution of any actions against the Respondents, or the obtaining of preferences, judgments, writs of attachment or execution against Respondents or its property or assets. However, regulatory actions against Respondents by any regulatory body should not be stayed or enjoined.

E. Directing that the Department be given authorization to conduct, at its discretion, either an investigation authorized by Section 631.391, Florida Statutes, or an examination pursuant to section 624.316, Florida Statutes, of Respondents and their affiliates, as defined above, to uncover and make fully available to the Court the true state of Respondents' financial affairs. In furtherance of this investigation Respondents and their parent corporations, subsidiaries, and affiliates should be required to make all books, documents, accounts, records, and affairs, which either belong to or pertain to the Respondents, wherever located, available for full, free and unhindered inspection and examination by the Department during normal business hours (9:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of this Order. This investigation should include a full and complete examination of any and all reviews, compilations, audits or any other work of whatever nature performed by any accounting firm to include all work papers, on behalf of, related to or in any way connected with Respondents, their affiliates or Respondent's corporate structure and affiliations. The Respondents and their affiliates should be ordered and enjoined to cooperate with the Department to the fullest extent required by Section 631.391, Florida Statutes. Such cooperation should include, but not be limited to, the taking of oral testimony under oath of Respondents' officers, directors, managers, trustees, agents,

adjusters, employees, or independent contractor of Respondents, their affiliates and any other person who possesses any executive authority over, or who exercises any control over, any segment of the affairs of Respondents in both their official, representative and individual capacities and the production of all documents that are calculated to disclose the true state of Respondents' affairs.

NOTICE OF AUTOMATIC STAY

F. Giving notice of the automatic stay provisions of Section 631.041(1), Florida Statues.

Notice should be given that, pursuant to Section 631.041(1), Florida Statutes, the filing of the Department's initial petition herein operates as an automatic stay applicable to all persons and entities, other than the Receiver, which shall be permanent and survive the entry of the order, and which prohibits:

- 1) The commencement or continuation of judicial, administrative or other action or proceeding against the insurer or against its assets or any part thereof;
- 2) The enforcement of a judgment against the insurer or an affiliate obtained either before or after the commencement of the delinquency proceeding;
- 3) Any act to obtain possession of property of the insurer;
- 4) Any act to create, perfect or enforce a lien against property of the insurer, except a secured claim as defined in Section 631.011(17), Florida Statutes,;

- 5) Any action to collect, assess or recover a claim against the insurer, except claims as provided for under Chapter 631;
- 6) The set-off or offset of any debt owing to the insurer except offsets as provided in Section 631.281, Florida Statutes.
- G. This Court should retain jurisdiction of this cause for the purpose of granting such other and further relief as from time to time shall be deemed appropriate.

AND FURTHER, at hearing or on consent of Respondents, if this Court determines that a receiver should be appointed, that the Court enter an order as follows:

- H. The Department of Financial Services of the State of Florida should be appointed Receiver of Respondents for purposes of liquidation.
 - I. The Receiver's plan of liquidation be approved.
 - J. The Receiver be authorized and directed to:
 - 1. Take immediate possession of all the property, assets, and estate, and all other property of every kind whatsoever and wherever located belonging to Respondents pursuant to Section 631.111 and 631.141, Florida Statutes, including but not limited to: offices maintained by Respondents, rights of action, books, papers, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, and all real property of Respondents, wherever situated and however titled, whether in the possession of Respondents or their officers, directors, shareholders, trustees, employees, consultants, attorneys, agents, affiliates or other person.

- 2. Liquidate the assets of Respondents, including but not limited to, funds held by Respondents' agents, subagents, producing agents, brokers, solicitors, service representatives or others under agency contracts or otherwise which are due and unpaid to Respondents, including premiums, unearned commissions, agents' balances, agents' reserve funds, and subrogation recoveries.
- 3. Employ and authorize the compensation of legal counsel, actuaries, accountants, clerks, consultants, and such assistants as it deems necessary, purchase or lease personal or real property as it deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Court, to be paid out of the funds or assets of the Respondents in the possession of the Receiver or coming into its possession.
- 4. Reimburse such employees, from the funds of this receivership, for their actual necessary and reasonable expenses incurred while traveling on the business of this receivership.
- 5. Not defend or accept service of process on legal actions wherein Respondents, the Receiver, or the insured is a party defendant, commenced either prior to or subsequent to the order, without authorization of this Court; except, however, in actions where Respondents are a nominal party, as in certain foreclosure actions, and the action does not affect a claim against or adversely affect the assets of Respondents, the Receiver may file appropriate pleadings in its discretion.
- 6. Commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding.

- 7. Collect all debts which are economically feasible to collect which are due and owing to Respondents.
- 8. Deposit funds and maintain bank accounts in accordance with Section 631.221, Florida Statutes.
- 9. Take possession of all Respondents' securities and certificates of deposit on deposit with the Chief Financial Officer of Florida, or any similar official of any other state, if any, and convert to cash as much as may be necessary, in its judgment, to pay the expenses of administration of this receivership or otherwise best benefit the estate.
- 10. Publish notice specifying the time and place fixed for the filing of claims with the Receiver once each week for three consecutive weeks in the Florida Administrative Weekly published by the Secretary of State, and at least once in the Florida Bar News and to publish notice by similar methods in all states where Respondents may have issued insurance policies.
- 11. Negotiate and settle subrogation claims and Final Judgments up to and including the sum of Twenty Thousand Dollars (\$20,000.00) without further order of this Court.
- 12. Sell any salvage recovered property having value of not more than Twenty Thousand Dollars (\$20,000.00) without further order of this Court.
- 13. Give notice of this proceeding to Respondents' agents pursuant to Section 631.341, Florida Statutes, and to its insureds, if any.
- 14. For purposes of this Order, the term "affiliate" shall be defined in accordance with Section 631.011(1), Florida Statutes.

- 15. All officers, directors, trustees, administrators, agents and employees and all other persons representing Respondents or currently employed or utilized by Respondents in connection with the conduct of their business are discharged forthwith; provided, however, the Receiver may retain such persons in the Receiver's discretion.
- agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondents and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of Respondents' affairs or the affairs of its affiliates is required to fully cooperate with the Receiver, pursuant to Section 631.391, Florida Statutes. Any person who fails to cooperate with the Receiver, interferes with the Receiver, or fails to follow the instructions of the Receiver, may be excluded from the building where the Respondents' offices are located at the Receiver's discretion.
- 17. Title to all property, real or personal, all contracts, rights of action and all books and records of Respondents, wherever located, is vested in the Receiver pursuant to Sections 631.111 and 631.141, Florida Statutes.
- 18. All attorneys employed by Respondents as of the date of the Order, within 10 days notice of the Order, are required to report to the Receiver on the name, company claim number and status of each file they are handling on behalf of the Respondents. Said report shall also include an accounting of any funds received from or on behalf of the Respondents. All attorneys employed by Respondents shall be discharged as of the date of the Order unless their services

are retained by the Receiver. All attorneys employed by Respondents shall be advised that pursuant to Section 631.011(17) and 631.011(21), Florida Statutes, a claim based on mere possession does not create a secured claim and all attorneys employed by Respondents, pursuant to In Re the Receivership of Syndicate Two, Inc., 538 So.2d 945 (Fla. 1st DCA 1989), who are in possession of litigation files or other material, documents or records belonging to or relating to work performed by the attorney on behalf of Respondents shall be required to deliver such litigation files, material, documents or records intact and without purging to the Receiver, on request, notwithstanding any claim of a retaining lien which, if otherwise valid, shall not be extinguished by the delivery of these documents.

19. All agents, brokers or other persons having sold policies of insurance and/or collected premiums on behalf of the Respondents are required to account for and pay all premiums and commissions unearned due to cancellation of policies by the Order or in the normal course of business owed to the Respondents directly to Receiver within 30 days of demand by the Receiver or appear before this Court to show cause, if any they may have, as to why they shall not be required to account to the Receiver or be held in contempt of Court for violation of the provisions of the Order. No agent, broker, premium finance company or other person shall use premium monies owed to the Respondents for refund of unearned premium or for any purpose other than payment to the Receiver.

- 20. Any premium finance company which has entered into a contract to finance a premium for a policy which has been issued by the Respondents shall be required to pay any premium owed to the Respondents directly to the Receiver.
- 21. Reinsurance premiums due to or payable by Respondents shall be remitted to, or disbursed by, the Receiver. The Receiver shall administer reinsurance losses recoverable or payable by Respondents. All correspondence concerning reinsurance shall be between the Receiver and the reinsuring company or intermediary.
- 22. Upon request by the Receiver, any company providing telephonic services to Respondents shall be required to provide a reference of calls from the number presently assigned to Respondents to any such number designated by the Receiver or perform any other services or changes necessary to the conduct of the receivership.
- 23. Any bank, savings and loan association, financial institution, or other person which has on deposit, in its possession, custody or control any funds, accounts and any other assets of Respondents is directed to immediately transfer title, custody and control of all such funds, accounts and other assets to the Receiver. The Receiver is authorized to change the name of such accounts and other assets, withdraw them from such bank, savings and loan association or other financial institution, or take any lesser action necessary for the proper conduct of this receivership. No bank, savings and loan association or other financial institution shall be permitted to exercise any form of set-off, alleged set-off, lien, any form of self-help whatsoever, or refuse to transfer any funds or assets to the

Receiver's control unless and until obtaining an order from this Court authorizing such action.

- 24. Any entity furnishing telephone, water, electric, sewage, garbage or trash removal services to Respondents shall be required to maintain such service and transfer any such accounts to the Receiver as of the date of the Order, unless instructed to the contrary by the Receiver.
- 25. Any data processing service, which has custody or control of any data processing information and records including but not limited to source documents, data processing cards, input tapes, and all types of storage information, master tapes or any other recorded information relating to Respondents is directed to transfer custody and control of such records to the Receiver. The Receiver is authorized to compensate any such entity for the actual use of hardware and software, which the Receiver finds to be necessary to this proceeding. Compensation should be based upon the monthly rate provided for in contracts or leases with Respondents which was in effect when this proceeding was instituted, or based upon such contract as may be negotiated by the Receiver, for the actual time such equipment and software is used by the Receiver.
- 26. The United States Postal Service is directed to provide any information requested by the Receiver regarding the Respondents and to handle future deliveries of Respondents' mail as directed by the Receiver.
- 27. All claims shall be filed with the Receiver on or before 11:59:59 p.m. on ********, or be forever barred, and all such claims shall be filed on proof of claim forms prepared by the Receiver.

- 28. In order to assure the validity of claim assignments, to assure that the processing of assignments does not create an undue burden on estate resources, and to assure that assignment decisions are made using the best information available, the Receiver shall not recognize or accept any assignment of claim by the claimant of record unless the following criteria are met:
 - 1) A distribution petition has not been filed with this Court;
 - The Receiver has been provided with a fully executed and notarized assignment of claim agreement entered into between the parties; and
 - 3) The Receiver has been provided with a fully executed and notarized Receiver's Assignment of Claim Change Form and required supporting documentation.

The Receiver's Assignment of Claim Change Form shall contain an acknowledgement by the claimant, or someone authorized to act on behalf of the claimant, that:

- The claimant is aware that financial information regarding claims
 distributions and payments published on the Receiver's website or
 otherwise available can assist the claimant in making an
 independent and informed decision regarding the sale of the claim;
- 2) The claimant understands that the purchase price being offered in exchange for the assignment may differ from the amount ultimately distributed in the receivership proceeding with respect to the claim;

- 3) It is the claimant's intent to sell their claim and have the Receiver's records be permanently changed to reflect the new owner; and
- 4) The claimant understands that that they will no longer have any title, interest, or rights to the claim including future mailings and distributions if they occur.
- 29. Except for contracts of insurance, if the Receiver does not assume or reject an executory contract, in whole or in part, to which Respondent was a party within ninety (90) days of the date of this Order or from the date of Receiver's actual knowledge of such contract, whichever is later, then such contract shall be deemed rejected. "Actual Knowledge" means the Receiver has in its possession the original of a written contract to which a Respondent is a party, and the Receiver has notified the vendor in writing acknowledging the existence of the contract. Further, the Receiver shall have the authority to do the following:
- 1) Pay for services provided by any of Respondent's vendors, in the ninety (90) day period prior to assuming or rejecting the contract, which are necessary to administer the Receivership estate;
- 2) Once the Receiver determines Respondent's vendor is necessary in the continued administration of the Receivership estate for a period to exceed the ninety (90) days from the date of this order, or from the date of Receiver's actual knowledge of such contract, whichever is later, the Receiver may make minimal modifications to the terms of the contract, including, but not limited to, the expiration date of the agreement, the scope of the services to be provided, and/or the compensation to be paid to Respondent's vendor pursuant to the contract.

"Minimal Modifications" shall mean any minimum alteration made to the contract in order to adapt to the new circumstances of the Receivership estate. In no event will any minimal modification be construed as the Receiver entering into a new contract with Respondent's vendor.

Any vendor, including but not limited to, any and all employees / contractors of insurer, claiming the existence of a contractual relationship with the insurer shall provide notice to the Receiver of such relationship. This notice shall include any and all documents and information regarding the terms and conditions of the contract, including a copy of the written contract between the vendor and the insurer, if any, what services or goods were provided pursuant to the contract, any current, future and/or past due amounts owing under the contract, and any supporting documentation for third party services or goods provided. Failure to provide the required information may result in vendors' contractual rights not being recognized by the Receiver. The rights of the parties to any such contracts are fixed as of the date of the Order and any cancellation under this provision shall not be treated as an anticipatory breach of such contracts.

30. All affiliated companies and associations are directed make their books and records available to the Receiver, to include all records located in any premises occupied by said affiliate, whether corporate records or not, and to provide copies of any records requested by the Receiver whether or not such records are related to Respondents. The Receiver has title to all policy files and other records of, and relating to Respondents, whether such documents are kept in

offices occupied by an affiliate company or any other person, corporation, or association. The Receiver is authorized to take possession of any such records, files, and documents, and to remove them to any location in the Receiver's discretion. Any disputed records shall not be withheld from the Receiver's review, but shall be safeguarded and presented to this Court for review prior to removal by the Receiver.

- 31. The Receiver shall have complete access to and administrative control of all information technology resources of the Respondents and its affiliates at all times including, but not limited to, Respondents' computer hardware, software and peripherals. Each affiliate shall be given reasonable access to such records for the purpose of carrying out its business operations.
- 32. Any person, firm, corporation or other entity having notice of the Order that fails to abide by its terms is directed to appear before this Court to show good cause, if any they may have, as to why they shall not be held in contempt of Court for violation of the provisions of this Order.

34. Pursuant to Sections 631.041(3) and (4), Florida Statutes, all persons, firms, corporations and associations within the jurisdiction of this Court, including, but not limited to, Respondents and their officers, directors, stockholders, members, subscribers, agents and employees, are enjoined and restrained: from the further transaction of the insurance business of the Respondents; from doing, doing through omission, or permitting to be done any action which might waste or dispose of the books, records and assets of the Respondents; from by any means interfering with the Receiver or these proceedings; from the transfer of property and assets of Respondents without the consent of the Receiver; from the removal, concealment, or other disposition of Respondents' property, books, records, and accounts; from the commencement or prosecution of any actions against the Respondents or the Receiver together with its agents or employees, the service of process and subpoenas, or the obtaining of preferences, judgments, writs of attachment or garnishment or other liens; and, from the making of any levy or execution against Respondents or any of their property or assets. Notwithstanding the provisions of this paragraph, the Receiver is permitted to accept and be subpoenaed for non-party production of claims files in its possession, including medical records, which may be contained therein. In such cases, the requesting party must submit an affidavit to the Receiver stating that notice of the non-party production was appropriately issued and provided to the patient and that the patient was given the opportunity to object and either did not object to the non-party production, or objected and the Court overruled the objection, in which case a copy of the court's ruling must be attached to the

affidavit. The Receiver is authorized to impose a charge for copies of such claim files pursuant to the provisions of Sections 119.07, and 624.501, Florida Statutes.

- 35. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondents having any interest in any facility in which Respondents may operate, shall make available, at that location and at no charge to the Receiver or to Respondents, office space, and related facilities (telephone service, copiers, computer equipment and software, office supplies, parking, etc.) to the extent deemed necessary by the Receiver in its sole discretion.
- 36. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondents having any interest in the computer equipment and software currently used by or for Respondents shall make such computer equipment and software available to the Receiver at no charge to the Receiver or Respondents to the extent deemed necessary by the Receiver in its sole discretion.

CONTINUATION OF INVESTIGATION

37. The Receiver is authorized to conduct an investigation of Respondents and their affiliates, as defined above, to uncover and make fully available to the Court the true state of Respondents' financial affairs. In furtherance of this investigation, Respondents' parent corporations, its subsidiaries, and affiliates are required to make all books, documents, accounts, records, and affairs, which either belong to or pertain to the Respondents, available for full, free and unhindered inspection and examination by the Receiver

during normal business hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of the Order. The above specified entities are required to cooperate with the Receiver to the fullest extent required by Section 631.391, Florida Statutes. Such cooperation shall include, but not be limited to, the taking of oral testimony under oath of Respondents' officers, directors, managers, trustees, agents, adjusters, employees, or independent contractors of Respondents, their affiliates and any other person who possesses any executive authority over, or who exercises any control over, any segment of the affairs of Respondents in both their official, representative and individual capacities and the production of all documents that are calculated to disclose the true state of Respondents' affairs.

38. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondents and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of the affairs of Respondents or their affiliates is directed to fully cooperate with the Receiver as required by Section 631.391, Florida Statutes, and as set out in the preceding paragraph. Upon receipt of a certified copy of the Order, any bank or financial institution is directed to immediately disclose to the Receiver the existence of any accounts of Respondents and any funds contained therein and any and all documents in its possession relating to Respondents for the Receiver's inspection and copying.

NOTICE OF AUTOMATIC STAY

- 39. Notice is hereby given that, pursuant to Section 631.041(1), Florida Statutes, the filing of the Department's initial petition herein operates as an automatic stay applicable to all persons and entities, other than the Receiver, which shall be permanent and survive the entry of this order, and which prohibits:
- A. The commencement or continuation of judicial, administrative or other action or proceeding against the insurer or against its assets or any part thereof;
- B. The enforcement of judgment against the insurer or an affiliate, provided that such affiliate is owned by or constitutes an asset of Respondents, obtained either before or after the commencement of the delinquency proceeding;
 - C. Any act to obtain possession of property of the insurer;
- D. Any act to create, perfect or enforce a lien against property of the insurer, except a secured claim as defined in Section 631.011(21), Florida Statutes;
- E. Any action to collect, assess or recover a claim against the insurer, except claims as provided for under Chapter 631;
- F. The set-off or offset of any debt owing to the insurer except offsets as provided in Section 631.281, Florida Statutes.
- 40. All Sheriffs and all law enforcement officials of the state shall cooperate with and assist the Receiver in the implementation of this Order.

- 41. This Court retains jurisdiction of this cause for the purpose of granting such other and further relief as from time to time shall be deemed appropriate.
 - 42. The Respondents are ordered into liquidation, effective this date.

Dated this day of April 2011

ERIC S. SCOTT, Senior Attorney

Florida Bar No. 0911496 HELENA CRUZ SANCHEZ Florida Bar No. 530107

Florida Department of Financial Services Division of Rehabilitation and Liquidation

Post Office Box 110

Tallahassee, Florida 32302-0110

(850) 413-4513 - Telephone



OFFICE OF INSURANCE REGULATION

FINANCIAL SERVICES
COMMISSION

RICK SCOTT GOVERNOR

JEFF AT WATER CHIEF FINANCIAL OFFICER

PAM BONDI ATTORNEY GENERAL

ADAM PUTNAM COMMISSIONER OF AGRICULTURE

KEVIN M. MCCARTY COMMISSIONER

March 30, 2011

The Honorable Jeff Atwater Chief Financial Officer Department of Financial Services The Capitol, PL-11 Tallahassee, FL 32399 Via Email

Re: Depawix, Green Cross, Peck & Peck, New American Health, Distribution by Datagen

Dear Chief Financial Officer Atwater:

Pursuant to section 631.025, Florida Statutes, any person that "transacts insurance, or otherwise engages in insurance activities in or from this state, with or without a certificate of authority" is subject to delinquency proceedings by the Department of Financial Services. Please be advised that the Office of Insurance Regulation (hereinafter the "Office") has determined that one or more grounds exist for the initiation of delinquency proceedings, pursuant to Chapter 631, Florida Statutes, against the above-referenced unlicensed entities. As specified in Sections 631.051, Florida Statutes, the following grounds exist for the initiation of delinquency proceedings:

1. Further transaction of insurance is hazardous to the public (Section 631.051(3), Florida Statues)

These companies do not hold a certificate of authority authorizing them to engage in the sale of insurance. To avoid regulation, the companies purportedly provide a part-time job opportunity that provides health insurance benefits. However, any part-time job is just a ruse to circumvent regulatory authority and to allow the companies to market health insurance products to Florida citizens. Both the Office and DFS have taken action against these companies, yet they have morphed into new entities and continue to place potential insureds into part-time jobs with the real intent of providing health insurance coverage. Because these entities are not licensed, the insureds do not have the same protections as policyholders with legitimate insurers. Unauthorized insurers do not maintain

KEVIN M. McCarty • Commissioner 200 East Gaines Street • Tallahassee, Florida 32399-0305 • (850) 413-5914 • Fax (850) 488-3334 Website: Www.floir.com • Email: Kevin.mcCarty@floir.com The Honorable Jeff Atwater March 30, 2011 Page 2

reserves to pay claims and there is no guaranty fund coverage when unlicensed insurers go under or fail to pay claims.

2. Has willfully violated any law of this state (Section 631.051(8), Florida Statutes)

Section 624.401(4)(a), Florida Statutes, states that any person who acts an insurer, transacts insurance, or otherwise engages in insurance activities in this state without a certificate of authority commits a felony of the third degree. Section 626.901, Florida Statutes prohibits any person from representing or aiding an unauthorized insurer. Specifically subsection (5) of the aforementioned statute which states that "[t]he Legislature finds that a violation of this section constitutes an imminent and immediate threat to the health, safety, and welfare of the residents of this state"

As such, I am advising you of that determination and including herewith an affidavit and our complete file so that delinquency proceedings can be initiated by the Division of Rehabilitation and Liquidation.

As always, the Office stands ready to provide any additional information or assistance the Department needs in order for this matter to proceed as expeditiously as possible. Thank you for your attention to this matter.

Sincerely,

Kevin M. McCarty

Commissioner

cc: PK Jameson, General Counsel
Department of Financial Services

Wayne Johnson, Director Division of Rehabilitation and Liquidation Department of Financial Services

AFFIDAVIT OF KEITH NAULT

STATE OF FLORIDA

COUNTY OF LEON

NAME:

KEITH NAULT

EMPLOYER:

Investigator

Market Investigation

Florida Office of Insurance Regulation

200 East Gaines Street Tallahassee, FL 32399

BEFORE ME, the undersigned authority, personally appeared Keith Nault, who, being duly sworn, deposes and says:

My name is Keith Nault. I am over the age of eighteen (18) years and a resident of Tallahassee, Florida. I am an Insurance Analyst with the Market Investigations, of the State of Florida, Office of Insurance Regulation, (hereinafter the "Office") and have worked in that position for approximately for two years.

Peck & Peck and Depawix are Georgia corporations headquartered in the Atlanta metro area, while Green Cross is not a registered corporation in either Georgia or Florida, but has offices in Jacksonville, Florida. Green Cross calls itself a managed health system that purportedly provides health insurance to Florida consumers by placing them in part-time jobs with Depawix as a tester of the Green Cross process of medical care.

As a result of an Office investigation it has been determined that Peck & Peck, Green Cross and Depawix are engaged in the unauthorized business of marketing, sale, and distribution of health insurance. These companies market group and individual health insurance plans to small businesses and individuals, both directly and through licensed and unlicensed insurance agents under the guise of selling an employment opportunity with Depawix that provides medical benefits. Groups and Individuals who wish to participate in the Green Cross program are, in addition to any existing employment with a Florida business, required to be "dually employed" by Depawix.

During its investigation, the Office determined that Peck & Peck, Green Cross and Depawix are marketing its Sirus Program to small and medium sized businesses desiring insurance coverage for its employees. As part of the Sirus Program, the business seeking insurance coverage is required to "sponsor" its employees into the Green Cross Managed Health System and pay an agreed upon monthly contribution on behalf of each employee. Additionally, each insured employee must pay a portion of the monthly premium directly to Peck & Peck for coverage.

Each insured employee "sponsored" by the small business is required to enter into a dual employment arrangement whereby the employee continues working for his or her existing employer, but is required to become a part time employee with Depawix. The employee must accept this part time employment with Depawix as a tester of the Green Cross system of health care and agree to complete the duties as further described in the Depawix job description and employee implementation agreement to qualify for coverage. In return, the small businesses' employees will receive medical coverage for themselves and their covered dependents through his part-time employment with Depawix.

Green Cross also provides individual coverage through its Genesis Program in a similar manner that requires part-time employment with Depawix.

These health benefit plans include the Green Cross Genesis program for individuals, the Green Cross Sirus program for small to medium-sized business, and a Plan B for employers with employees who have known or predicted medical conditions, including Plan B/Class 1 and Class 3 designations. It appears that the Class 3 participants are those individuals that currently have or are predicted to have more than \$1,500.00 in medical expenses during a given month. The Genesis, Sirus and Plan B/Class 1 plans are set-up as self-insured plans and theoretically rely on pooled financial contributions from multiple employers and individuals, whereas the Plan B/Class 3 plan is established as a fully insured plan with a Georgia based insurer.

As a part-time employee of Depawix participating in the Genesis, Sirus or Plan B/Class 1, each insured agrees to work 15 hours a month at a rate of \$7.50 an hour for a total of \$112.50 each month. However, approximately 87% or \$97.50 is retained by Depawix to pay for health insurance coverage. As a Plan B/Class 3 full-time employee of Depawix, the insured must work 30 hours per week and meet the job requirements of a Class 1 employee as well as any additional job requirements of a Class 3 employee, however the Class 3 employee will not receive any additional compensation for the additional hours worked. The thirty hours per week part-time job with Depawix would be in addition to working full time at the insureds existing employment.

As a part of the employee implementation agreement that each insured is required to sign, the part-time insured participating in the Genesis, Sirus or Plan B/Class 1 agrees that if they or one of their covered dependents incurs an emergency medical situation the insured "will be offered full time employment retroactive to the beginning of that month." The insured must accept the job, and understands that their salary will remain the same and they will be required to become a full-time employee working thirty hours a month. Becoming a full time employee entitles the individual to coverage under the fully insured plan at a time when the employee is most likely to incur high dollar claims. Such retroactive employment is in all likelihood a violation of the fully insured group policy issued by the Georgia based insurer and compels the insured to participate in potential fraudulent activity.

The work performed by the part-time employees is minimal at best and amounts to nothing more than studying the interaction between the insured and the patient advocate by requiring the insured to participate in annual health assessments, establishing a health management plan, agreeing to work with a patient advocate when utilizing health care and providing copies of medical bills to the patient advocate when treatment is complete.

Regardless of the insureds placement as a part-time employee with Depawix and the illusion of dual employment, the main goal of Peck & Peck, Green Cross and Depawix is to market and sell health insurance coverage. The product being promoted by Green Cross is sold and marketed to Florida citizens as individual or group health insurance. Florida citizens enter into this arrangement as a way to obtain low cost health insurance for their employees, families or themselves. None are specifically looking for a part-time job. The dual employment scheme utilized by Peck & Peck, Green Cross and Depawix is a subterfuge to avoid regulation as a legitimate health insurance company in the State of Florida.

Records maintained by the Florida Department of Financial Services, Office of Consumer Services reflect that Peck & Peck, Green Cross, and Depawix Health Resources have been actively recruiting agents and brokers. More importantly, these companies either directly or through insurance agents are engaged in marketing activities to induce Florida consumers to purchase health insurance. Green Cross also maintained a website located at www.greencrossmanagedhealth.com which described available health insurance coverage through the Green Cross Sirus and Genesis programs.

Pursuant to the information received from the Department of Financial Services, Division of Consumer Services, approximately 290 Florida consumers have purchased insurance through the aforementioned unauthorized entities. Each such transaction constitutes the unauthorized transaction of insurance and is considered the commission of a felony under Florida law. By way of example, the following consumer has been a victim of Peck & Peck, Green Cross and Depawix's illegal activities in the State of Florida: The affidavit of J.L. indicates that on or about May 1, 2009, after making inquiries about replacing his company's existing health insurance coverage through internet sites, J.L. was contacted by a licensed Florida insurance The agent provided multiple quotes from approximately eight different companies including one by the Green Cross. The agent met with J.L. and multiple co-workers interested in obtaining health insurance coverage for themselves and their families. After discussions about different companies and cost, the company decided to purchase health insurance coverage through the Green Cross as it was less expensive than its existing group health insurance policy, but provided similar coverage. J.L.'s policy went into effect on June 1, 2009. underwriting by the Green Cross, it was determined that J.L. would pay a monthly premium of \$230.00 as well as a one-time processing fee to Peck & Peck of \$125.00. Peck & Peck and Green Cross required that each monthly payment be through an automatic withdrawal from J.L.'s checking account. Other employees who had pre-existing conditions were quoted a much higher monthly premium. Additionally, J.L.'s employer made a \$200.00 a month premium payment to Peck & Peck for each employee's health care coverage. After signing up for health insurance with the Green Cross, J.L. was required to fill out an employment application and informed that he must become a part-time employee with Depawix in order to qualify for insurance coverage through the Green Cross. J.L. was not seeking and did not want a part-time job. His objective was to provide group health insurance coverage for his company's employees.

Office records reveal that none of the above referenced entities currently hold or have ever been granted a license or Certificate of Authority by the Office authorizing the entity or individual to transact business as a health insurer, business or insurance business in any capacity, nor are the

following entities registered as eligible surplus lines insurance carriers: Peck & Peck, Green Cross, or Depawix.

Despite the absence of any Certificate of Authority or any other authorization to transact insurance business in Florida, Peck & Peck, Green Cross and Depawix are currently engaging in the unlicensed, unauthorized, transaction of insurance covering consumers located in Florida, in violation of the Florida Insurance Code including, Sections 624.401 and 626.901, Florida Statutes.

A review of Peck & Peck, Green Cross and Depawix's operations in Florida reflect that officers, representatives, employees and agents of those entities including, Christopher Peck (President and CEO of Peck & Peck), Ann Purr (CEO of Depawix), Michael Purr and Grant Thornton (Management team of Green Cross), have violated and continue to violate provisions of the Florida Insurance Code, including Section 626.901, Florida Statutes by assisting in the solicitation, negotiation, procurement and transaction of insurance by an unauthorized entity.

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

On or about August 26, 2009, the Office issued an Immediate Final Order against the above referenced companies. Since that time Depawix and the other associated entities have changed names and morphed into new corporate entities. The following companies: Distribution by Datagen (Datagen), Gallagher Health Studies (Gallagher), New American Health Planning, Inc. (New American Health), Smart Services, Inc. (Smart Services) Marlin Dixon; John V. Head; Joshua B. Levy, Grant E Lockhart; Carynne Martin, Michael M. Purr and Ann Marie Purr are now conducting business in the same manner and are engaging in the same activities as those companies listed above.

The individuals listed are engaged in the unauthorized business of marketing, sale, and distribution of health insurance. These companies market group and individual health insurance plans to individuals, both directly and through licensed and unlicensed insurance agents under the guise of selling an employment opportunity with Datagen, a company that provides medical benefits through participation in a bogus insurance program called Redstone. Groups and Individuals who wish to participate in the Redstone program are, in addition to any existing employment with a Florida business, required to become employees of Datagen.

New America Health and NABPC are both Florida corporations headquartered in the Orlando metro area. Both corporations describe themselves as marketers of "document templates to financial professionals and attorneys who represent clients who desire to desire to establish self-funded benefit plans under both Part B of the Employee Retirement Income Security Act ("ERISA") and non-qualified plans established by the U.S. Department of Labor ("DOL"), and the Internal Revenue Service ("IRS") under specific federal statutes."

Specifically, New American Health and NABPC both market "templates" identified as the "Ares," "Endeavor," and "Titan" plans. In addition, New American Health markets the "Redstone" plan on behalf of Datagen.

Datagen is a registered corporation in Georgia with a listed address of 3939 LaVista Road, Suite E-173, Tucker, GA, 30084. DATAGEN has no certificate of authority to transact insurance in Florida. Datagen is the successor of a company called Depawix.

In its marketing materials, Redstone describes itself as a "collaborative" effort of professionals throughout the healthcare industry coordinated through Gallagher. Redstone elaborates on the relationship between itself and Datagen by claiming that it is "a project that Distribution by Datagen participates in to study the effect of mandatory use of a patient advocate to manage an individual's health care needs." Redstone marketing material goes on to state that Datagen "as an employer participant in the REDSTONE project hires individuals with medical conditions that meet the specifications of one or more of the studies of the REDSTONE project..."

In its marketing materials to "interested potential employees," Datagen, the "employer participant" in Redstone, describes the "duties" that one must undertake when becoming an employee. These "duties" are minimal in nature and amount to little more than routinely reporting to a "patient advocate." An employee of Datagen is required to work 10 hours a month at a rate of \$7.50 per hour. This makes the monthly salary \$75. The marketing materials even state that the primary attraction is "access to healthcare." It goes on to describe the available medical coverage options that are available through Datagen (absent participation in Redstone), and vehemently stresses the importance of becoming a participant in Redstone.

The sparse salary that one receives while being employed by Datagen is reduced by a monthly employee contribution to the healthcare plan. In addition, it is further reduced by \$20.00 per month which is donated to the Green Gables Artisan's Co-op (hereinafter "Green Gables") for the creation of "two belly bands for dogs" to be donated to kennels around the country.

When becoming an employee of Datagen, if that employee takes part in Redstone, the employee signs a document referred to as the Redstone Agreement [hereinafter "Agreement"]. The Agreement provides that it is actually between the employee and Smart Services. The employee is required to pay a monthly fee to Smart Services in exchange for the coverage that is offered through employment with Datagen and participation in Redstone. The agreement also notes that through participation in Redstone, an employee may be placed in other employment opportunities if his or her medical expenses exceed \$1,500 per month.

In the Agreement, Smart Services holds itself out as a Georgia corporation. However, Smart Services is not a registered Georgia corporation. It has no registered agent, no articles of incorporation, and no officers of whom to speak. SMART also has no certificate of authority to transact insurance in Florida.

It appears that Smart Services is the successor of Peck and Peck, Inc. (hereinafter "Peck"). Both Peck and Depawix (the predecessor of "Datagen") were subject to an Immediate Final Order issued by the OFFICE on August 26, 2009 (hereinafter "IFO") wherein both were ordered to immediately "Cease and Desist transacting the unauthorized business of insurance in this state"

until such time as they became "licensed insurer[s] in this state." Neither entity became a licensed insurer in Florida.

Inspired by Coconut (hereinafter Coconut) is a registered corporation in Florida. Its registered agent is Cheryl Clinton. Its principal place of business is 9823 Tapestry Park Circle #104, Jacksonville, FL 32246. Coconut has no certificate of authority to transact insurance in Florida. Its primary business is to make apparel and accessories for dogs. It operates a website at http://site.inspiredbycoconut.com/. In addition to other items, Coconut produces bellybands for dogs.

Coconut's role in the scheme is to act as a seemingly legitimate employer that maintains a policy with United Health Care under policy 04G8856. High risk individuals who require excessive healthcare are labeled "class three status" and are referred away from employment with Datagen and to Coconut where they become part of the group health plan underwritten by United Healthcare. Thus, through their use of Coconut, Smart Services, Datagen, New American Health, and all participants in the illegal scheme have defrauded United Healthcare.

During the course of the investigation, the Office was able to obtain a copy of the population and loss runs for Coconut's group policy. The data showed that many members under the policy had previously been insured under a policy maintained through Blue Cross / Blue Shield of Georgia for Depawix. The Blue Cross / Blue Shield policy was used by Depawix in much the same way as the United Healthcare policy is being used now – as a means by which to fraudulently shift the cost of high-priced members to a licensed company.

In addition, the population data showed that the members of the policy for Coconut (which is located in Jacksonville) are from locations throughout Florida such as Tampa, Orlando, and Tallahassee.

Gallagher, with whom Redstone claims to be affiliated, is a registered corporation in Florida. Its registered agent and sole officer is Grant Lockhart. Its listed incorporator is John V. Head. Its principal place of business is 3030 Hartley Road 310, Jacksonville, FL 32357. Gallagher has no certificate of authority to transact insurance in Florida. Lockhart was previously the sole Officer of Depawix, which was the subject of the previous IFO from the Office.

In addition to being the incorporator of Gallagher, John V. Head is the registered agent, incorporator, secretary, and treasurer of New American Health; Carynne Martin is the president of New American Health; Joshua B. Levy is the vice president of New American Health; Ann Marie Purr is the registered agent of Datagen. She was also the previous registered agent of Depawix; Marlin Dixon is the CEO, CFO, and Secretary of Datagen; Michael M. Purr has identified himself as the Administrator of Datagen. He is also one of the listed directors for Green Gables.

Regardless of the insureds placement as a part-time employee with DATAGEN and the illusion of employment, the main goal of Smart Services, Datagen, Gallagher, and New American Health is to market and sell health insurance coverage. The product being promoted by New American health is sold and marketed to Florida citizens as individual or group health insurance. Florida citizens enter into this arrangement as a way to obtain low cost health insurance for their employees, families or themselves. None are specifically looking for a part-time job. The dual

employment scheme utilized by Smart Services, Gallagher, and Datagen is a subterfuge to avoid regulation as a legitimate health insurance company in the State of Florida.

Each transaction constitutes the unauthorized transaction of insurance and is considered the commission of a felony under Florida law. By way of example, the following consumer has been a victim of the illegal activities of Datagen, Smart Services, and Gallagher in the State of Florida: C.M. was a member covered by Smart Services and who required surgery. Her patient advocate contacted Smart Services who verified that C.M. met "class three status." As such, an "employment opportunity" was offered to her with Coconut so that she would be placed on the group health plan. However, she was not placed on the group health plan and was denied coverage for her surgery. In correspondence with family members, Michael Purr indicated that C.M. could not be covered because she did not fill out and return the paperwork to commence her employment with Coconut. That said, Smart Services continued to withdraw the monthly fee for coverage. When he was informed that as a result of her condition, she was incapable of working, Michael Purr responded to the family that if she could not work, then she was not eligible for employment by Coconut and therefore would not be eligible for their coverage. C.M. was not covered by Smart Services. C.M. passed away in June of 2010.

Office records reveal that none of the above referenced entities currently hold or have ever been granted a license or Certificate of Authority by the Office authorizing the entity or individual to transact business as a health insurer, business or insurance business in any capacity, nor are the following entities registered as eligible surplus lines insurance carriers: Datagen, Smart Services, Gallagher, New American Health and Redstone.

A review of Datagen, Gallagher, New American Health, and Smart Services' operations in Florida reflect that officers, representatives, employees and agents of those entities including: Marlin Dixon, John V. Head, Grant Lockhart, Carynne Martin, Michael Purr, Ann Marie Purr, and Josh B. Levy have violated and continue to violate provisions of the Florida Insurance Code, including Section 626.901, Florida Statutes by assisting in the solicitation, negotiation, procurement and transaction of insurance by an unauthorized entity.

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

FURTHER AFFIANT SAYETH NAUGHT.

with Clareller

STATE OF FLORIDA

COUNTY OF LEON

The foregoing affidavit was SW	ORN to and SUBSCRIBED	before me this 2/ day of

MARCH, 2011, by Keith Nault

Who is Personally known to me or

Identification Produced

My Commission Expires:

NOTARY PUBLIC



FILED

AHC 26 2009

Docketed by: 14 P

OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY COMMISSIONER

IN THE MATTER OF:

PECK & PECK, INC., GREEN CROSS MANAGED HEALTH SYSTEM and DEPAWIX HEALTH RESOURCES, INC. Case No.: 106257-09

IMMEDIATE FINAL ORDER

To: Peck & Peck, Inc. 3577 Chamblee Tucker Road, Ste. A-269 Atlanta, GA 30341

> Green Cross Managed Health Systems 3030 Hartley Road Suite 310 Jacksonville, FL 32257

Depawix Health Resources, Inc. 3577 Chamblee Tucker Road, Suite A-121 Atlanta, GA 30341

YOU ARE HEREBY NOTIFIED that, pursuant to the Florida Insurance Code, including Section 624.307, Florida Statutes, the State of Florida, Office of Insurance Regulation (hereinafter referred to as the "OFFICE"), has caused an investigation to be made of the insurance-related activities of PECK & PECK, Inc. (hereinafter referred to as "PECK & PECK"), Green Cross Managed Health Systems (hereinafter referred to as "GREEN CROSS") and Depawix Health Resources, Inc. (hereinafter referred to as "DEPAWIX").

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

- 1. The OFFICE has jurisdiction over the parties and the subject matter pursuant to Sections 120.569(2)(n) (Decisions which affect substantial interests), Section 624.307 (General Powers and duties), Section 624.317 (Investigation of agents, adjusters, administrators, service companies and others), Section 624.318 (Conduct of examination or investigation; access to records; correction of accounts; appraisals), Section 624.401 (Certificate of Authority), Section 626.901 (Representing or aiding unauthorized insurer prohibited), and Section 626.9541 (Unfair or deceptive acts or practices), Florida Statutes.
- 2. Section 624.401(1), Florida Statutes, states that no person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance in this state except as authorized by a subsisting Certificate of Authority issued to the insurer by the OFFICE.
- 3. Section 624.401(4), Florida Statutes, states that any person that acts as an insurer, transacts insurance, or otherwise engages in insurance activities in this state without a certificate of authority in violation of this section commits a felony of up to a first degree, punishable as provided in Sections 775.082, 775.083, or 775.084, Florida Statutes.
- 4. Section 626.901(5), Florida Statutes, states that the OFFICE may, pursuant to Section 120.569, Florida Statutes, and in its discretion, issue an immediate final order to cease and desist to any person or entity that violates this section. This same section further states that the "Legislature finds that a violation of this section constitutes an imminent and immediate threat to the health, safety, and welfare of the residents of this state." (Emphasis added)
- 5. Pursuant to Section 626.901(6), Florida Statutes, the OFFICE may investigate the accounts, records, documents, and transactions pertaining to the activities of any unauthorized insurer or person, which is or may be aiding or representing an unauthorized insurer.

- 6. Section 624.04, Florida Statutes, states that a "Person" includes an individual, insurer, company, association, organization, Lloyds, society, reciprocal insurer, or interinsurance exchange, partnership, syndicate, business trust, corporation, agent, general agent, broker, service representative, adjuster, and every legal entity.
- 7. Section 624.10, Florida Statutes, states that "transacting insurance" includes: solicitation or inducement, preliminary negotiations, effectuation of a contract of insurance, or transaction of matters subsequent to effectuation of a contract of insurance and arising out of it.
- 8. Section 626.901(1), Florida Statutes, states that no person shall directly or indirectly act as an agent for, or otherwise represent or aid on behalf of another, any insurer not then authorized to transact such insurance in this state or in any other manner represent or assist such an insurer in the transaction of insurance with respect to subjects of insurance resident, located, or to be performed in this state. Section 626.901(1)(a) through (h), Florida Statutes, specifically identifies what aiding or representing entails as:
 - (1) No person shall, from OFFICEs or by personnel or facilities located in this state, or in any other state or country, directly or indirectly act as agent for, or otherwise represent or aid on behalf of another, any insurer not then authorized to transact such insurance in this state in:
 - (a) The solicitation, negotiation, procurement, or effectuation of insurance or annuity contracts, or renewals thereof;
 - (b) The dissemination of information as to coverage or rates:
 - (c) The forwarding of applications;
 - (d) The delivery of policies or contracts;
 - (e) The inspection of risks;
 - (f) The fixing of rates;
 - (g) The investigation or adjustment of claims or losses; or
 - (h) The collection or forwarding of premiums; or in any other manner represent or assist such an insurer in the transaction of insurance with respect to subjects of insurance resident, located, or to be performed in this state.....

- 9. PECK & PECK and DEPAWIX are Georgia corporations headquartered in the Atlanta metro area, while GREEN CROSS is not a registered corporation in either Georgia or Florida, but has offices in Jacksonville, Florida. GREEN CROSS calls itself a managed health system that purportedly provides health insurance to Florida consumers by placing them in part-time jobs with DEPAWIX as a tester of the GREEN CROSS process of medical care [Composite Exhibit "A"].
- 10. As a result of an OFFICE investigation it has been determined that PECK & PECK, GREEN CROSS and DEPAWIX are engaged in the unauthorized business of marketing, sale, and distribution of health insurance. These companies market group and individual health insurance plans to small businesses and individuals, both directly and through licensed and unlicensed insurance agents under the guise of selling an employment opportunity with DEPAWIX that provides medical benefits. Groups and Individuals who wish to participate in the GREEN CROSS program are, in addition to any existing employment with a Florida business, required to be "dually employed" by DEPAWIX. [Exhibit B]
- During its investigation, the OFFICE determined that PECK & PECK, GREEN CROSS and DEPAWIX are marketing its Sirus Program to small and medium sized businesses desiring insurance coverage for its employees. As part of the Sirus Program, the business seeking insurance coverage is required to "sponsor" its employees into the Green Cross Managed Health System and pay an agreed upon monthly contribution on behalf of each employee. Additionally, each insured employee must pay a portion of the monthly premium directly to PECK & PECK for coverage. Each insured employee "sponsored" by the small business is required to enter into a dual employment arrangement whereby the employee continues working

for his or her existing employer, but is required to become a part time employee with DEPAWIX. The employee must accept this part time employment with DEPAWIX as a tester of the GREEN CROSS system of health care and agree to complete the duties as further described in the DEPAWIX job description and employee implementation agreement to qualify for coverage. In return, the small businesses' employees will receive medical coverage for themselves and their covered dependents through his part-time employment with DEPAWIX.

[Composite Exhibit C]

- 12. GREEN CROSS also provides individual coverage through its Genesis Program in a similar manner that requires part-time employment with DEPAWIX.
- 13. These health benefit plans include the Green Cross Genesis program for individuals, the Green Cross Sirus program for small to medium-sized business, and a Plan B for employers with employees who have known or predicted medical conditions, including Plan B/Class 1 and Class 3 designations. It appears that the Class 3 participants are those individuals that currently have or are predicted to have more than \$1,500.00 in medical expenses during a given month. The Genesis, Sirus and Plan B/Class 1 plans are self-insured and rely on pooled financial contributions from multiple employers and individuals, whereas the Plan B/Class 3 plan is fully insured by a Georgia based insurer.
- 14. As a part-time employee of Depawix participating in the Genesis, Sirus or Plan B/Class 1, each insured agrees to work 15 hours a month at a rate of \$7.50 an hour for a total of \$112.50 each month. However, approximately 87% or \$97.50 is retained by DEPAWIX to pay for health insurance coverage. As a Plan B/Class 3 full-time employee of DEPAWIX, the insured must work 30 hours per week and meet the job requirements of a Class 1 employee as well as any additional job requirements of a Class 3 employee, however the Class 3 employee

will not receive any additional compensation for the additional hours worked. The thirty hours per week part-time job with DEPAWIX would be in addition to working full time at the insureds existing employment. [Composite Exhibit D]

- 15. As a part of the employee implementation agreement that each insured is required to sign, the part-time insured participating in the Genesis, Sirus or Plan B/Class 1 agrees that if they or one of their covered dependents incurs an emergency medical situation the insured "will be offered full time employment retroactive to the beginning of that month." The insured must accept the job, and understands that their salary will remain the same and they will be required to become a full-time employee working thirty hours a week. Becoming a full time employee entitles the insured to coverage under the fully insured plan at a time when the insured is most likely to incur high dollar claims. Such retroactive employment is in all likelihood a violation of the fully insured group policy issued by the Georgia based insurer and compels the insured to participate in potential fraudulent activity. [See Exhibit C, Employee Implementation Agreement, paragraph 3]
- 16. The work performed by the part-time employees is minimal at best and amounts to nothing more than studying the interaction between the insured and the patient advocate by requiring the insured to participate in annual health assessments, establishing a health management plan, agreeing to work with a patient advocate when utilizing health care and providing copies of medical bills to the patient advocate when treatment is complete. [Composite Exhibit C]
- 17. Regardless of the insureds placement as a part-time employee with DEPAWIX and the illusion of dual employment, the main goal of PECK & PECK, GREEN CROSS and DEPAWIX is to market and sell health insurance coverage. The product being promoted by

GREEN CROSS is sold and marketed to Florida citizens as individual or group health insurance. Florida citizens enter into this arrangement as a way to obtain low cost health insurance for their employees, families or themselves. None are specifically looking for a part-time job. The dual employment scheme utilized by PECK & PECK, GREEN CROSS and DEPAWIX is a subterfuge to avoid regulation as a legitimate health insurance company in the State of Florida.

- Records maintained by the Florida Department of Financial Services, OFFICE of Consumer Services reflect that PECK & PECK, GREEN CROSS, and DEPAWIX Health Resources have been actively recruiting agents and brokers. More importantly, these companies either directly or through insurance agents are engaged in marketing activities to induce Florida consumers to purchase health insurance. GREEN CROSS also maintains a website located at www.greencrossmanagedhealth.com which describes available health insurance coverage through the GREEN CROSS Sirus and Genesis programs. Such activity is current and ongoing. [Composite Exhibit E, agent/broker recruiting materials and June, 2009 GREEN CROSS underwriting guidelines, website home page and frequently asked questions]
- 19. Pursuant to the information received from the Department of Financial Services, Division of Consumer Services, approximately 290 Florida consumers have purchased insurance through the aforementioned unauthorized entities. Each such transaction constitutes the unauthorized transaction of insurance and is considered the commission of a felony under Florida law. By way of example, the following consumer has been a victim of PECK & PECK, GREEN CROSS and DEPAWIX's illegal activities in the State of Florida: The affidavit of J.L. indicates that on or about May 1, 2009, after making inquiries about replacing his company's existing health insurance coverage through internet sites, J.L. was contacted by a licensed Florida insurance agent. The agent provided multiple quotes from approximately eight different

companies including one by the GREEN CROSS. The agent met with J.L. and multiple coworkers interested in obtaining health insurance coverage for themselves and their families. After discussions about different companies and cost, the company decided to purchase health insurance coverage through the GREEN CROSS as it was less expensive than its existing group health insurance policy, but provided similar coverage. J.L.'s policy went into effect on June 1, 2009. After underwriting by the GREEN CROSS, it was determined that J.L. would pay a monthly premium of \$230.00 as well as a one-time processing fee to PECK & PECK of \$125.00. PECK & PECK and GREEN CROSS required that each monthly payment be through an automatic withdrawal from J.L.'s checking account. Other employees who had pre-existing conditions were quoted a much higher monthly premium. Additionally, J.L.'s employer made a \$200.00 a month premium payment to PECK & PECK for each employee's health care coverage. After signing up for health insurance with the GREEN CROSS, J.L. was required to fill out an employment application and informed that he must become a part-time employee with DEPAWIX in order to qualify for insurance coverage through the GREEN CROSS. J.L. was not seeking and did not want a part-time job. His objective was to provide group health insurance coverage for his company's employees. [Composite Exhibit F, includes affidavit of J.L., DEPAWIX new employee welcome package, credit card statement showing premiums paid and list of all known Florida policyholders]

OFFICE records reveal that none of the above referenced entities currently hold or have ever been granted a license or Certificate of Authority by the OFFICE authorizing the entity or individual to transact business as a health insurer, business or insurance business in any capacity, nor are the following entities registered as eligible surplus lines insurance carriers:

PECK & PECK, GREEN CROSS, or DEPAWIX. [Certificates of Non-Authority are attached as Composite Exhibit G].

- 21. Despite the absence of any Certificate of Authority or any other authorization to transact insurance business in Florida, PECK & PECK, GREEN CROSS and DEPAWIX are currently engaging in the unlicensed, unauthorized, transaction of insurance covering consumers located in Florida, in violation of the Florida Insurance Code including, Sections 624.401 and 626.901, Florida Statutes.
- 22. A review of PECK & PECK, GREEN CROSS and DEPAWIX's operations in Florida reflect that officers, representatives, employees and agents of those entities including, Christopher Peck (President and CEO of PECK & PECK), Ann Purr (CEO of DEPAWIX), Michael Purr and Grant Thornton (Management team of GREEN CROSS), have violated and continue to violate provisions of the Florida Insurance Code, including Section 626.901, Florida Statutes by assisting in the solicitation, negotiation, procurement and transaction of insurance by an unauthorized entity.
- 23. None of the entities or individuals listed herein is subject to any exception to the requirement of the Florida Insurance Code, including exceptions outlined in Section 624.402, Florida Statutes, for licensure to transact insurance in Florida, nor are they subject to any exception to the requirements of the Surplus Lines Law, Sections 626.913 626.937, Florida Statutes.
- 24. These illegal transactions and the ongoing sales and marketing activities of these companies place Florida Consumers at great risk of loss. Such activity by PECK & PECK, GREEN CROSS, and DEPAWIX presents financial harm to Florida consumers, the extent of which cannot be discovered immediately. When claims are not paid or an unauthorized entity

becomes insolvent there is no state guaranty fund to step in and pay valid claims on behalf of policy holders. Insureds may not understand or know the extent of the unlicensed plans coverage until after a claim has been made. The purchase of health insurance through an unauthorized entity presents an imminent and immediate danger to the health, safety and welfare of Florida consumers and requires immediate action to stop the sales activities of these entities though this Order.

- In State v. Knott, 166 So. 835 (Fla. 1936), the Florida Supreme Court found that "the business of insurance so directly affects the public that it is generally considered to be affected with a public interest, and, being so, is subject to regulation and control by the Legislature, which includes the power to license and regulate the agents through whom such business is conducted." Id. at 837. The court further states that "It would be difficult to find a business that more vitally affects the public interest...." Id. In Natelson v. Department of Insurance, 454 So.2d 31 (Fla. 1st DCA 1984), the court stated that the business of insurance is "greatly affected by the public trust." Id at 31.
- 26. As a result of the foregoing, the OFFICE finds that the continued transaction of insurance without proper licensure by PECK & PECK, GREEN CROSS and DEPAWIX, and their agents and representatives who solicit and/or enroll employers and employees into unauthorized health insurance plans in violation of the Florida Insurance Code, poses an immediate danger to the public welfare.

WHEREFORE, pursuant to the Florida Insurance Code and other applicable statutes, the OFFICE finds that the continued unauthorized illegal transaction of insurance by PECK & PECK, GREEN CROSS and DEPAWIX, in violation of the Florida Insurance Code, constitutes

an immediate danger to the public welfare so as to require the issuance of this IMMEDIATE FINAL ORDER.

Accordingly, IT IS HEREBY ORDERED:

- A) PECK & PECK, GREEN CROSS, and DEPAWIX whether acting directly or indirectly through named or unnamed persons, successor companies, entities, agents, or otherwise, shall immediately **CEASE AND DESIST** transacting the unauthorized business of insurance in this state, or relative to any subject of insurance resident, located or to be performed in this state until such time as PECK & PECK, GREEN CROSS and DEPAWIX become licensed insurers in this state.
- B) PECK & PECK, GREEN CROSS, DEPAWIX and each and every agent, broker, salesperson, and other marketing outlet that is presently or that has in the past been used to solicit, sell, or deliver the GREEN CROSS health insurance products in Florida, shall immediately CEASE and DESIST from enrolling, transacting or otherwise soliciting new or renewal insurance in the state on behalf of PECK & PECK, GREEN CROSS, and DEPAWIX.
- C) Within ten (10) days of the execution of this IMMEDIATE FINAL ORDER, the entities and individuals referenced herein shall file with the OFFICE, pursuant to Section 626.301(6), Florida Statutes, a copy of all policies issued to residents of the State of Florida as well as a detailed spreadsheet compiling the information contained in all contracts issued to residents of the State of Florida. Such information shall be submitted in Excel (.xls) in column format and include at a minimum; last name, first name, address, phone number, premium amount, claims information (including all unpaid claims) and the amount and date of the payment(s) required pursuant to paragraph "D" below.

- The entities and individuals identified in this IMMEDIATE FINAL ORDER D) shall pay and otherwise fully service all valid claims on any and all insurance policies executed in the State of Florida or with any Florida consumer, pursuant to Section 626.901(2), Florida Statutes or in the alternative assist in the moving of Florida insureds to an insurer that is authorized to engage in the business of insurance in the State of Florida.
- E) The entry of this IMMEDIATE FINAL ORDER, or any amendment thereto, shall not be interpreted as having, nor shall it have, the effect of abrogating any statutory, common law, chose of action or contractual rights of any person or entity involved directly or indirectly in, or that has relied on, the representations and actions of PECK & PECK, GREEN CROSS, and DEPAWIX.
- The issuance of this IMMEDIATE FINAL ORDER and the procedural F) safeguards set forth herein are concluded to be fair under the circumstances due to the potential grave harm resulting from unauthorized insurance entities engaging in the business of insurance in Florida. The transaction of the unauthorized business of insurance, is criminal felony activity as defined by Section 626.902, Florida Statutes, and is per se immediately harmful to the public of Florida. Further, such activity by PECK & PECK, GREEN CROSS, and DEPAWIX presents financial harm to Florida consumers, the extent of which cannot be discovered immediately. All such activity presents an immediate danger to the public health, safety, or welfare of Florida consumers and requires immediate action through this Order.

DONE AND ORDERED this & day of AL)

Commissioner

OFFICE of Insurance Regulation

NOTICE OF RIGHTS

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Immediate Final Order has been furnished by Certified Mail to:

Peck & Peck, Inc., 3577 Chamblee Tucker Road, Suite A-269, Atlanta, Georgia 30341; 3030 Hartley Road, Suite 310, Jacksonville, Florida 32257; 5295 Highway 78, Suite D-316, Stone Mountain, Georgia 30342 and Post Office Box 421878, Atlanta Georgia 30432; Green Cross Managed Health Systems, 3577 Chamblee Tucker Road, Suite A-269, Atlanta, Georgia 30341; 3030 Hartley Road, Suite 310, Jacksonville, Florida 32257; 5295 Highway 78, Suite D-316, Stone Mountain, Georgia 30342 and Post Office Box 421878, Atlanta Georgia 30432 and Depawix Health Resources, Inc. 3577 Chamblee Tucker Road, Suite A-121, Atlanta, Georgia 30341

this 26th day of through, 2009.

Jeffrey Joseph

Florida Bar Number: 0898945

Legal Services Office 612 Larson Building 200 East Gaines Street

Tallahassee, Florida 32399-4206

(850)413-3110



STATE OF GEORGIA 2008 Corporation Annual Registration

Control No: 0456501 Date Filed: 04/28/2008 02:33 PM Karen C Handel Secretary of State

OFFICE OF SECRETARY OF STATE

Annual Registration Filings P.O. Box 23038 Columbus, Georgia 31902-3038

Entity Control No. 0456551

Information on record as of: 4/28/2008

DEPAWIX HEALTH RESOURCES, INC. 3577 Chamblee Tucker Road Suite A-121 Atlanta GA, 30341

Amount due from this entity is indicated below. Annual fee is \$30. If amount is more than \$30, total reflects amount(s) due from previous year(s). Renew by April 1, 2008

Renew at www.georgiacorporations.org or by submitting bottom portion with check payable to "Secretary of State".

Officer, address and agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer and Secretary of the corporation. Please PRINT LEGIBLY.

Note: Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Box may be used for principal office and officers.

Any person authorized by the entity to do so may sign and file registration (including online filing).

Please return ONLY the original form below and fee. Other filings and correspondence should be sent to our Atlanta address: Corporations Division, 315 West Tower, #2 Martin Luther King Jr. Drive, Atlanta, GA 30334.

Visit www.georgiacorporations.org to file online or for more information on annual registration. Or, call 404-656-2817.

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
DEPAWIX HEALTH RESOURCES, INC.	3577 Chamblee Tucker Ro	oad Allanta	GA	30341
CEO: Ann Marie Purr	3577 Chamblee Tucker Roa	id, Suite A-121 Atlanta	GA	30341
CFO: Ann Marie Purr	3577 Chamblee Tucker Roa	ad, Suite A-121 Atlanta	GA	30341
SEC: Ann Made Purr	3577 Chamblee Tucker Roa	id, Suite A-121 Atlanta	GA	30341
AGT: Purr, Ann Marie	3577 Chamblee Tucker Roa		GA	30341
IF ABOVE INF	ORMATION HAS CHANGED, TYPE OR PRIN	IT CORRECTIONS BELOW:		
Corporation Addr:	· · · · · · · · · · · · · · · · · · ·		1	
CEO: Grant Lockhart	3577 Chamblee Tucker Road, Suite A-12	1 Allanta	GA	30341
CFO: Grant Lockhart	3577 Chamblee Tucker Road, Suite A-12	1 Atlanta	ĞĀ	30341
SEC: Grant Lockhart	35.77 Chamblee Tucker Road, Suite A-12	1 Atlanta	GA	30341
AGT:	P.O. BOX NOT ACCEPT.	ABLE	GA	
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FO	RM AND THAT THE INFORMATION IS	COUNTY OF REGISTERED OFFICE:	COUNTY CHANGE CORRECTION:	ÖR
AUTHORIZED SIGNATURE: Ann Marie Purr	DATE: 4/28/2008	Dekalb		ļ
TITLE: Filer		l	1	

BR203 2008 Corporation Annual Registration

EXHIBIT



STATE OF GEORGIA 2009 Corporation Annual Registration

Control No: K738338 Date Filed: 03/03/2009.02:22 PM Karen C Handel Secretary of State

OFFICE OF SECRETARY OF STATE

Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Chauncey Newsome
Director

Entity Control No. K738338

PECK & PECK, INC. P.O. BOX 421878 ATLANTA GA, 30342 Information on record as of: 3/3/2009

Amount due from this entity is indicated below. Annual fee is \$30. If amount is more than \$30, total reflects amount(s) due from previous year(s). Renew by April 1, 2009

Renew at www.georgiacorporations.org or by submitting bottom portion with check payable to "Secretary of State".

Officer, address and agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer and Secretary of the corporation. Please PRINT LEGIBLY.

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Any person authorized by the entity to do so may sign and file registration (including online filing).

Please return ONLY the original form below and fee. Other filings and correspondence should be sent to our Atlanta address: Corporations Division, 315 West Tower, #2 Martin Luther King Jr. Drive, Atlanta, GA 30334.

Visit www.georgiacorporations.org to file online or for more information on annual registration. Or, call 404-656-2817.

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS		CITY		STATE	ZIP
PECK & PECK, INC.	P.O. BOX 421878		ATLANTA		GA	30342
CEO: CHRISTOPHER F. PECK	P.O. 80X 421878		ATLANTA		GA	30342
CFO: CHRISTOPHER F. PECK	P.O. BOX 421878	,	ATLANTA		GA	30342
SEC: CHRISTOPHER F. PECK	P.O. BOX 421878	,	ATLANTA ·		GA	30342
AGT: RICHARD K. O'DONN ELL	555 LAKEMONT COURT	1	ROSWELL		GA	30075
IF ABOVE INFORMAT	ON HAS CHANGED, TYPE OR PR	INT CORRECTION	S BELOW:			
Corporation Addr:			I			
CEO;						
CFO:						
SEC:						
AGT:	P.O. BOX NOT ACCEP	TABLE			GA	
CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND TRUE AND CORRECT.	THAT THE INFORMATION IS	COUNTY OF R OFFICE:	EGISTERED	COUNTYC		3
AUTHORIZED SIGNATURE: CHRISTOPHER F. PECK	DATE: 3/3/2009 2	c	DBB			
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203 2000 Corporation Annual Projectsotion				· · · · · · · · · · · · · · · · · · ·		

BR203 2009 Corporation Annual Registration

Amount Due: \$30.00



Green Cross Managed Health

Green Cross Offers a Medical Benefits Solution For:

- Individuals 18-65 & Dependents
- Individuals with pre-existing conditions
- Displaced Baby Boomers (under 65)
- · Small & Medium size Employers
- Small Consulting & Professional Groups
- · Recently laid off employees
- · Lower cost health benefits
- Better Health Management



Green Cross Benefit Highlights:

Our programs will subsidize up to \$2,000,000 of eligible medical expense over the lifetime of an eligible Participant.

Eligible Medical Expenses Covered:

- Doctor office visits
- Hospitalization (In patient care)
- Medical Services —out patient care (X-Ray and Lab (Outpatient Surgery, Surgeon, Radiation, Chemotherapy, Organ Transplant Drugs, CAT Scan, MRI, PET Scan, Nuclear Medicine. Emergency Room, Ambulance Services, etc.)
- Preventive Care Pap Smear,
 Mammogram (Prostate Screening,
 Gynecological Exam, Routine
 Physical Exam, Hearing Test, Vision
 Test, and Immunization/Flu Shots
 etc
- Mental Health Benefits
- Pharmacy Benefits

Green Cross Managed Health (GCMH) is a managed health system with an innovative healthcare delivery process. Green Cross is focused on improving care, lowering costs, and offering access to health care to more people. Green Cross includes care coordination and patient advocacy services to assist participants in managing their health and health conditions. Green Cross is not an insurance program, but rather a medical care benefit based on a collaborative effort between Green Cross, Specialty Physicians, Health Benefits Professionals, Care Management Nurses, and dual employment service providers.

We offer a variety of programs, including group programs for small and medium businesses, and programs for individuals who've been declined by Health Insurance companies. We're able to offer our programs through the use of a dual employment process - consisting of client participation in health reporting and management. Through this process, our programs are available to ensure access to affordable, attainable, health coverage — even if an individual has been denied health coverage in the past.

Our Health Benefits Programs include:

Green Cross Genesis: Program for Individuals

This program makes health management more affordable, and more accessible to more individuals. If you've been denied insurance or if your plan has excluded coverage on some conditions -- we should be able to help. Genesis averages a 30% savings on individual plans, as compared to the purchase of medical insurance.

Green Cross Sirus PPC: Program for Small – Medium Businesses
This program makes health management more affordable to small businesses.es. Smaller businesses can recognize significant savings, while offering access to a much needed benefits for their employees. This program has voluntary participation, with no cost (or low cost) to employers, and significant savings for the employee. Sirus PPC not only provides low cost access to medical benefits but does so based on a tax advantaged basis. Sirus PPC offers a 50% savings in comparison to the purchase of medical coverage (with after tax dollars). Greater Savings are realized by younger, healthier individuals.

Contact Your Representative Today

www.GreenCrossManagedHealth.com

Green Cross Sirus PPC



Stop the High Cost of Health Coverage

Finally - Smaller Businesses can provide affordable health coverage for their employees.

Attract and retain better employees --- by offering access to affordable, attainable Health Coverage

- Voluntary Participation
- · No Cost to Employers
- Significant Savings for Employees



Depawix Health Resources 3030 Hartley Road, Suite 290 Jacksonville, FL 32257 Phone: 904-379-6222 www.greencrossmhs.com Our Green Cross Sirus program makes health management more affordable, and more accessible to more people. Smaller businesses can recognize significant savings, while offering access to a much needed benefit for their employees.

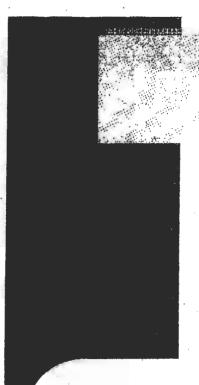
Green Cross is a managed health system with an innovative healthcare delivery process -- focused on improving care, lowering costs, and offering access to health care to more people. Green Cross includes care coordination and patient advocacy services to assist participants in managing their health and health conditions.

Through a collaborative effort between Green Cross, Specialty Physicians, Health Benefits Professionals, Care Management Nurses, and dual employment services, we offer access to health benefits which are tailored to individuals' needs.

We offer a variety of programs, including group programs for small and medium businesses, and programs for individuals who've been declined by Health Insurance companies. We are able to offer this program through the use of a dual employment process.

Call Us Today !

More Affordable, More Accessible Healthcare -- for More People





Have you been denied Health Coverage?

Access to Affordable, Attainable Health Coverage



Depawix Health Resources 3030 Hartley Road, Suite 290 Jacksonville, FL 32257 Phone: 904-379-6222 www.greencrossinhs.com Our Genisis Health Benefit program makes health management more *affordable*, and more *accessible* to *more people*. If you've been denied insurance, or your plan has excluded coverage on some conditions -- we might be able to help.

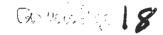
Green Cross is a managed health system with an innovative healthcare delivery process -- focused on improving care, lowering costs, and offering access to health care to more people. Green Cross includes care coordination and patient advocacy services to assist participants in managing their health and health conditions.

Through a collaborative effort between Green Cross, Specialty Physicians, Health Benefits Professionals, Care Management Nurses, and dual employment services, we offer access to health benefits which are tailored to Individuals' needs.

We offer a variety of programs, including group programs for small and medium businesses, and programs for individuals who've been declined by Health Insurance companies. We are able to offer this program through the use of a dual employment process.

Call Us Today !

More Affordable, More Accessible Healthcare -- for More People



GREEN CROSS MANAGED HEALTH SYSTEM

Genesis & Sirus PPC

Two programs are available to ensure access to affordable, attainable health coverage no matter if you have been denied health coverage:

Our Genisis Health Benefit program for <u>individuals</u> makes health management more <u>affordable</u>, and more <u>accessible</u> to *more individuals*. If you've been denied insurance, or your plan has excluded coverage on some conditions -- we might be able to help.

Our Green Cross Sirus program for <u>small businesses</u> makes health management more *affordable*, and more *accessible* to *more businesses*. Smaller businesses can recognize significant savings, while offering access to a much needed benefits for their employees. This program has voluntary participation, no cost to employers, and significant savings for the employee.

Green Cross is a managed health system with an innovative healthcare delivery process -- focused on improving care, lowering costs, and offering access to health care to more people. Green Cross includes care coordination and patient advocacy services to assist participants in managing their health and health conditions.

Through a collaborative effort between Green Cross, Specialty Physicians, Health Benefits Professionals, Care Management Nurses, and dual employment services, we offer access to health benefits which are tailored to individuals' needs.

We offer a variety of programs, including group programs for small and medium businesses, and programs for individuals who've been declined by Health Insurance companies. We are able to offer this program through the use of a dual employment process.

The Program will subsidize up to \$2,000,000 of eligible medical expense over the lifetime of an eligible participant subject to limitations defined in this plan document. Eligible Medical Expenses will be reduced by 60% and be considered Non-Compliant Expenses if the patient advocate does not approve the medical services prior to the delivery of those services (except in the case of a true emergency - this means at least 24 hours prior to receipt of services.) Maximum annual expenses under Class One Employment considered (based on billed charges) for non true emergency is \$15,000 per participant.

AUTOMATIC GAP PLAN BENEFIT: Participants with access to comprehensive medical coverage will receive only gap benefits under this plan. Gap Eligible Expense is 100% of Deductibles and Coinsurance under the comprehensive plan to a maximum benefit of \$3,000 per comprehensive medical coverage plan.

bedow rayo

Routine Well Adult Care:

\$25 Copay— Up to \$500 Annual Benefit (In)

60/40-Up to \$500 Annual Benefit (Out)

Includes: Office Visits, Pap Smear, Mammogram (frequency limits, age 40+ annual), Prostate Screening, Gynecological Exam, Routine Physical Exam, Hearing Test, Vision Test, and Immunization/Flu Shots

Routine Well Child Care:

\$25 Copay---Up to \$500 Annual Benefit (In)

60/40-Up to \$500 Annual Benefit (Out)

Includes: Office Visits, Routine Physical Exam, Hearing Test, Vision Test, and Immunization through age 5

Routine Well Baby Care:

100% (In)

60/40 (Out)

- 170 	a de la compania del compania del compania de la compania del compania del compania de la compania del compania)	THE STATE OF THE S	
and the second second second second second second second	CLASS B2	CLASS F2	CLASS G2	CLASS E2
Individual:	\$1,500 / \$10,000	\$5,000 / \$10,000	\$10,000 / \$20,000	\$3,500 / \$10,000
Family:	3x Individual	3x Individual	3x Individual	3x Individual
	od gring ba	nt)		
Per Person	80/20 - \$1,000 (In)	100/0 - \$0 (ln)	100/0 - \$0 (ln)	100/0 - \$ 0 (In)
Coinsurance Amounts:	60/40 (Out)	60/40 (Out)	60/40 (Out)	60/40 (Out) .
	in (Con	ipllant/Non-Compliant)	<u> </u>	
Office Charge Only	\$25 (In)	\$25 (In)	\$25 (in)	N/A (in)
	N/A (Out)	N/A (Opt)	N/A (Out)	N/A (Out)
	A SAN AND CATEL ADMINISTRATION AND CONTRACT			
r et al and a	SS Dect	to plan deductible and c	oinsurance) (Compliant/	Non-Compliant)
Inpatient Expense Bene		l, Intensive Care Unit (ICL ion Drugs, Physician Visit,		, Operating Room, Recovery
				W 111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Outpatient Expense Ber fits:			ffice or network facility), Fa nd Facility Fees, Hemodialy	
	. apy, Organ Trans	aplant Drugs, CAT Scan, N	(RI, PET Scan, Nuclear Mc	dicine. Emergency Room,
	•	ices, Private Duty Nursing,	Durable Medical Equipmen	nt, Prosthetics, Orthotics
Skilled Nursing Facility	: Eligible	only if immediately followi	ng hospital atay, and only u	p to 60 days per year
Home Health Care:		Up to	o 60 visits per year	
Hospice Cate:		Up to 3	60 visits per lifetime	
Occupational Therapy:		Up to	20 visits per year	
Physical Therapy:	Up to 20 vi	sits per year for each Phys	ical, Pulmonary, and Cardia	c rehabilitation therapy
Speech Therapy:	•	Up	to \$500 per year	
Organ Transplants:		100% In Netwo	ork - 60/40 Out of Network	•
Maternity:	100% In	-Network - 60/40 Out of	Network (Dependent daugh	iters NOT covered)
Spinal Manipulations:		Up to 24 visits per year, \$2	5 Office Copay, and 60/40	coinsumace
Allergy Testing:		100% In-Netwo	ork - 60/40 Out of Network	:
Allergy Scrum/Injection	s:	100% In-Network after	\$30 Copay - 60/40 Out of 1	Network
Post Chemotherapy Wig	:	\$250 Lifetime Limit 100%	In-Network - 60/40 Out o	f Network
	W Non-Cor	npliant)		
Inpatient	1	Jp to 20 days per year (80/	20 In-Network - 60/40 Out	t of Network)
Partial Hospitalization	2 Partial da	ys equals I Inpatient Day :	and is subject to the Inpatie	nt Limits and Coverage
Outpatient	Ţ	Jp to 20 days per year (60/	40 In-Network - 60/40 (Du	of Network)
	-Comp	liant)		
Inpatient	J	Jp to 28 days per year (80/	20 Ln-Network - 60/40 Out	of Network)
Outpatient	ĭ	Jp to 28 days per year (60/	40 In-Network - 60/40 Out	of Network)
	ldellave Helice	e with \$3,500 deducrible	plan) Prescription convys are lim	nited to a maximum 30 day supply
- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1				

Name Brand Formulary: \$30

Generic: \$15

33

Name Brand (Other): \$50



www.GreenCrossMHS.com

About the Employment Placement Opportunity

EXHIBIT

Employee Placement vs. Selling Insurance

- □ There is no insurance sale
- Employment Placement is not a conflict with an insurance non-compete
- Agents are paid for placement of employment
- Employment Placement does not create a liability as to the determination of the payment of a benefit



Employee Placement vs. Selling Insurance

- The Placement Agent is responsible to make sure that:
- A Job exists with medical coverage
- The employee completes the employment paperwork
- pay) Liability of sufficiency of medical coverage is the individual's determination (and is based on the employer's ability to
- A Liability of sufficiency of claims payment is only created if the agent represents the arrangement as insurance

Employment Opportunity that also provides Medical Benefits Green Cross is not an Insurance Program – it's an



How the Employment Works (for the Participant)

- Green Cross Process of medical care Each placed employee has a job testing the
- Each placed employee obtains access to medical care as a result of employment
- offers benefits covering the first \$15,000 of medical expense Each employee is initially placed in a company that
- If employee needs more comprehensive medical comprehensive program which includes comprehensive coverage, they are transitioned to a more medical coverage

between programs) there are no change in fees for the Individual for movement



www.GreenCrossMHS.com



3577 Chamblee Tucker Road Suite A-121 Atlanta, GA 30341 Phone: 678-608-4415

FAX: 770-220-1995

Job Description

You are part of a program to test the Green Cross Aggressive Care Management principles. Your job is as follows:

- 1) Once a year, as directed, you will complete a Green Cross health risk assessment.
- 2) Upon completion of the analysis of the health risk assessment you will work with the patient advocate to establish a program of health management.
- 3) Throughout the year you will fulfill the health management processes of the established program.
- 4) Monthly, you will check in with the patient advocate to measure the level of success in fulfilling the established goals. At the same time you will report any changes in medical status.
- 5) You will call the patient advocate and get approval of all medical services you need prior to receiving those services. You need only report at time a maintenance prescription is prescribed.
- You will report all medical service interactions promptly, providing copies of all bills, explanations of benefits and evaluations of providers.
- 7) You will promote the concept of the Green Cross program to the general public. For this purpose Depawix will periodically provide you with communication materials to hand out
- 8) You will follow the same procedure for each dependent that is part of the part time employee benefit program.





communication with Depawix management.

Enrollee Signature:

3577 Chamblee Tucker Road Suite A-121 Atlanta, GA 30341 Phone: 678-608-4415 FAX: 770-220-1995

En	nployee Implementation Agreement:
Na	me: Social Security #:
Ad	dress:
City	State: Zip:
Pho	one Number:
Em	ail Address:
The	e following are your employee initialization requirements as a part time tester:
1.	You agree your salary is \$7.50 an hour for 15 hours a month.
2.	You agree you have read the attached job description and understand you are required to fulfill those job requiremetns.
3.	You agree that if you or one of your covered dependents incurs an emergency medical situation you will be offered full time employment retroactive to the beginning of that month. You agree you accept that job if offered. You understand your salary will remain the same and your new hours will be 30 a week. You accept the avaiable full time medical coverage an authorize the deduction of the required employee contribution. You authorize Deapwix to complete the presigned application for the full time medical coverage. You agree to perform the services of a full time employee. Further, you request the prepald security coverage to meet the requirement of the full time medical plan and authorize Depawix to deduct the contribution for this benefit from your pay. A true emergency is one where Immediate medical attention is required because of a life or death situation and any delay is unacceptable.
1.	You agree to accept coverage under the part time medicial coverage and authorize Depawix to deduct the requieed employee contribution. You agree that medical coverage will not commence if your application does not reflect your current medical condition and the current medical condition of your dependents to be covered by the plan.
7.	You agree that you will report to a designated manager at a predetermined time each month to discuss issues related to your employment. This includes, but is not limited to, an update on any changes in status from the previous health risk assessments performed as part of your Job.
3.	You agree to submit to your employer or designated administrator, in a timely manner all billing, bills, invoices, EOBs' etc. for each medical expense you or your dependents access.
).	You agree you will maintain an e-mail address and periodically access that e-mail account in order to provide a portal of

10. You agree you are being hired to provide and receive health education and information to assist in developing

services of employment to a level staisfactory to your employer or your sponsor.

the mechanics for the patient advocate and wellness management mechanisms under a specific sponsorship arrangement and agree that said employment is temporary in nature and contingent upon the continuation in full of that sponsorship. You agree that such sponsorship is on a month to month basis and that no work will be authorized until the payment of placement fees for a contract month is received from your sponsor. You agree that employment will terminate with the termination of your sponsorship or your failure to preform the required

Date:

Look Inside For A Program Designed For You

- · Genesis: Health Benelit Program for Individuals
- · Sirus PPC: Health Benefit Program for Employers
- Four Plans to Fit Everyone
- · Health Savings Account Compatibility





STOP the High Cost of Health Coverage

A Revolution In Healthcare:

Reeling In Today's Out-Of-Control Medical Costs

Through employment with DEPAWIX Health Resources, participants start out as a Class One Employee, which studies the interactions of the participant with the Patient Advocate. This process studies what medical care is needed, where it is received, and when. Participants receives access to a modest level of medical care coverage.

Select Job Requirements are:

- Annual Health Assessment
- Interaction with Patient Advocate
- Establish Health Management Program
- Program Promotion

Participants will work with the patient advocate throughout the year to follow the health management program. Monthly, participants will check in with the patient advocate to measure the level of success of the health management program and to report changes in medical status. Participants call the patient advocate to get approval of all medical services prior to receiving those services.

Participants will report all medical service interactions promptly, providing copies of all bills, explanations of benefits, doctor's notes, evaluations of providers, and prescriptions.

Participants will follow the same procedure for each dependent that is part of the part-time employee benefit program.

Class Three employment is the study of the triage process, including the process of getting the participant into a GCHMS recommended medical system. The GCHMS designated medical systems are involved with the treatment of more significant and costly medical situations. The GCHMS triage process determines if a participant meets the predetermined enterna and then

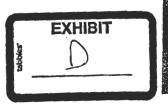
expedites the access of that medical system by the participant.

Participants who are projected to need more than \$1,500 of medical services in a 4 week period will be cligible for Class Three employment. When eligible for Class Three, participants are offered a job which incorporates some form of additional work effort. If the participant accepts all aspects of the job, they are extended comprehensive medical coverage with that employer. Participants must continue to perform all Class One job requirements plus any additional job requirements of Class Three employment. This includes the participant accessing the medical care system recommended by the patient advocate and reporting the activity of accessing medical care while a Class Three participant. Participants will remain in Class Three as long as they meet the requirements of Class

Participants in Class One are extended access to medical care even if not eligible for Class Three employment. If eligible for Class Three, the participant is eligible for Gap Benefits which cover all deductibles and coinsurance of the Class Three medical coverage after a gap benefit deductible of \$2,500. When not in Class Three, participants will receive a medical benefit that can cover pharmacy with copayments of \$15 Generic, \$30 Name Brand Formulary, \$50 Name Brand Non-Formulary; a physician office copayment of \$25; and all other charges paid after selected plan deductible and coinsurance are met. Maximum out of pocket expenses in Class One vary depending on plan selection, and benefits used

Participants in Class Three receive comprehensive medical coverage from a fully insured carrier. Coverage is at least \$2,000,000 lifetime.

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Depawix Health Resources, Inc.	1.1258 64-5/610
Payroll Account 3577 Chamblee Tucker Rd., #A-121 Atlanta, GA 30341	7/6/2009
PAY TO THE ORDER OF	**13.85
Thirteen and 85/100***********************************	DOLLARS
FOR Pay Period: 04/01/2009 - 06/30/2009	of Mills
THE SOUTH SHAFE BLUM NO OMODESTATE AMAZIGATE SHITTIMAS TRIVIADOS SINT	ONIN 15 YOUGHT BECOW THE WARMING GANG
Depawix Health Resources, Inc./Payroll Account	•
SSN	Status (Fed/State) Don't Withhold
Earnings and Hours QIY Rate Current YTD Amount F2 15:00 7:50 112:50 112:50	Pay Penod: 04/01/2009 - 06/30/2009 Pay Penod: 04/01/2009 - 06/30/2009
Deductions From Gross F2 Health Benefit Contribution -97.50 -97.50	
Taxes Current YTD Amount Federal Withholding 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	
Net Pay 13.85 13.85	

Depawix, 3577 Chamblee Tucker Rd, #A-121, Allanta, GA 30341 678-608-4415. Depawix Health Resources

Green Cross Health Management

An Opportunity for Brokers & Agents

Presented By:



What We'll Discuss Today

Green Cross Health Management

- What We Do
- □ How We Do It
- Who We work With
- About Us
- The Green Cross Health Management System
- Green Cross Solutions
- About the Opportunity for Brokers/Agents
- □ Summary



What We Do

- We Offer more affordable, and more accessible Medical Coverage
- We Provide more focused Healthcare, at a better price, for our clients
- We Provide Employment Opportunities that also provide Medical Benefits



How We Do it

- We use the Green Cross Managed Health Process
- An innovative healthcare delivery process that improves care, lowers costs, and offers access to healthcare for more people
- We offer care coordination and patient advocacy services to assist participants in managing their health
- We manage the Health Risk, and can reduce
- Making Health Benefits more Affordable for Individuals and Employers



How We Do It

- Green Cross Managed Health provides:
- Management of the client to the right doctor at the right time
- High quality, cost effective, predictive healthcare
- A risk reduction component that manages costs

plan costs, and reduced cost to the employee or Resulting in a lower rate of incidence, reduced individual



Who We Work With

- Insurance Firms
- Brokers
- Agents
- Recruiters
- □ TPA's
- Individuals (We can accept Ridered & Declined Individuals)
- Small Medium Businesses



About Us

- The Green Cross team includes industry professionals, with decades of experience in:
- Managing clinical programs
- Managing health risk
- Plan administration
- Technology Management
- We've developed & matured the Green Cross Process over the last 15 Years
- Privately Held Company, in Business since 1999
- Based in Jacksonville, FI, with offices in Texas, and Georgia



About Green Cross Managed Health



Green Cross Managed Health

care and evidenced based results... The Green Cross Managed Health System delivers quality

- With a comprehensive medical management service of Specialization (i.e. Mayo Clinics etc.) nationally provided by Green Cross and it's affiliation with Centers
- Focused results-based outcomes and care coordination

Each participant is medically managed so that the best physician and the best facility is used to manage acute and chronic conditions



Participant An Overview of Benefits for the

- Doctor Visits \$25 Co-Pay
- Routine Labs Covered up to \$ 500, Annually
- Acute Care Labs & Procedures
- Green Cross Pays 100% (Deductibles \$3500 and above)
- Green Cross covers 80% (\$1500 Deductible)
- Hospitalization Paid 100%
- Pharmacy
- Generic

- \$15 per Script
- Name Formulary
- \$30 per Script
- Name Other \$50 per Script

In-Patient Substance Abuse – 80%

- Mental Health Benefits
- In-patient (20 Days) a@ 80%
- Out-Patient (20 Days) @ 60%



The Green Cross Managed Health System



A Personal Patient Advocate for the Participant



Green Cross Solutions

Plan B	Genesis	
Solution for employers with employees that have known (or predicted) medical condition that are adversely affecting the overall rating structure of the existing benefit program. Therefore, the employer reduces the overall cost of the existing plan while contributing to the cost related to the respective employee	A Healthcare Benefit for Individuals. Is based on a dual employment arrangement, employees who are uninsured are placed with an employer on a part time basis as a healthcare tester.	Sinus is a solution for small groups (under 50 Employees) Is based on a dual employment arrangement, employees who are uninsured are placed with an employer on a part time basis as a healthcare tester.

Green Cross

Genesis

- Available for Individuals even those who've been declined coverage
- Offers access to a large PPO for all day to day needs
- Individuals with more serious health conditions – Have the use of major medical centers and physicians
- Cost effective healthcare for Individuals
- Includes co-payments, co-insurance, deductibles, and excluded health expenses



Sirus

- □ A solution for small groups
- Use a Voluntary Offering by the Employer
- Employer chooses how much they contribute
- Employer provides Sirus as a benefit to the employee



Sirus: How The Program Works

- Available for <u>Employees</u>, even those who have been declined coverage
- Access to a large PPO for all day to day needs
- Individuals with more serious health medical centers and physicians conditions – Have the use of major
- Cost effective healthcare for Individuals
- □ Includes co-payments, co-insurance, deductibles, and excluded health expenses



Sirus: Benefits for the Employer

- Provides Managed Health benefits for employees
- At a fraction of the cost of Regular Employee Medical Coverage
- Attracts new employees, retains existing resources
- □ Reduces Employee Turnover
- Reduces Hiring & Training Costs
- □ Additional Tax Benefits





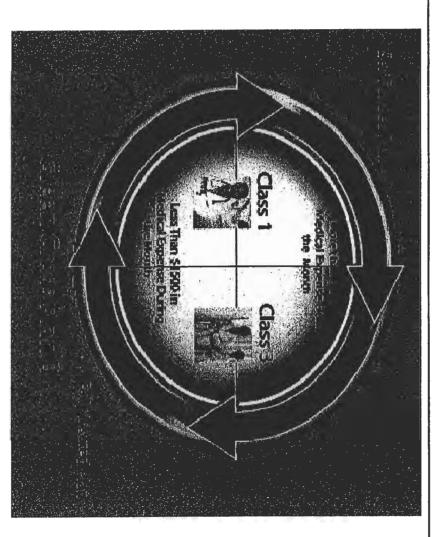
PLAN B

Plan B: Overview

- managed healthcare & risk reduction alternatives individuals with higher health risks --- and need Plan B is for companies / plans that have
- period need \$1500 or more of medical care in a four week This includes individuals who are predicted to



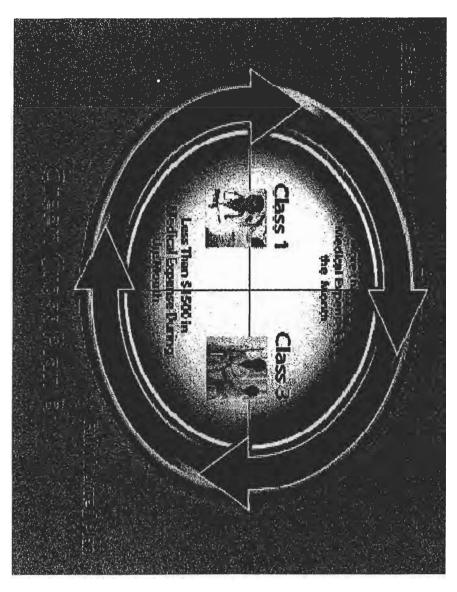
Plan B Overview



A Seamless Process - with no change in participation fees for the Participant
www.GreenCrossMHS.com

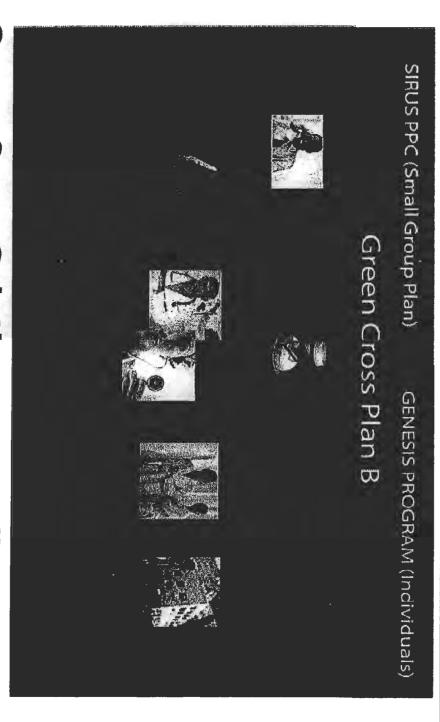


Plan B Overview



Participant can move back & forth between Class 1 & 3

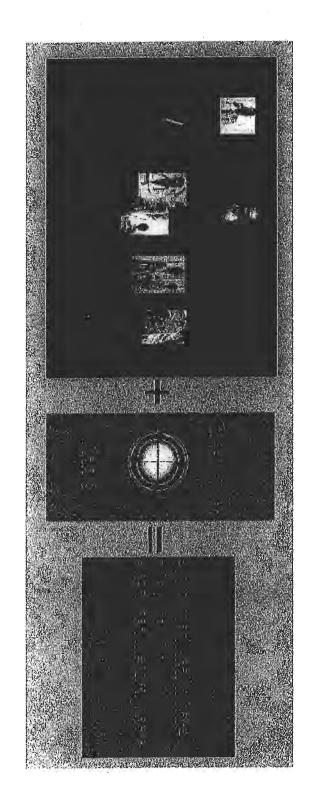
The Plan B Engine



Green Cross Solutions are Built on Plan B



Plan B – Drives Cost Reduction



Combining Predictive Health Analysis & Risk Management



About the Employment Placement Opportunity



Employee Placement vs. Selling Insurance

- There is no insurance sale
- Employment Placement is not a conflict with an insurance non-compete
- Agents are paid for placement of employment
- as to the determination of the payment of a Employment Placement does not create a liability benefit



Employee Placement vs. Selling Insurance

- The Placement Agent is responsible to make sure that:
- A Job exists with medical coverage
- The employee completes the employment paperwork
- pay) Liability of sufficiency of medical coverage is the individual's determination (and is based on the employer's ability to
- A Liability of sufficiency of claims payment is only created if the agent represents the arrangement as insurance

Employment Opportunity that also provides Medical Benefits Green Cross is not an Insurance Program – it's an



How the Employment Works (for the Participant)

- Each placed employee has a job testing the Green Cross Process of medical care
- Each placed employee obtains access to medical care as a result of employment
- expense offers benefits covering the first \$15,000 of medical Each employee is initially placed in a company that
- If employee needs more comprehensive medical comprehensive program which includes comprehensive coverage, they are transitioned to a more medical coverage

(there are no change in fees for the Individual for movement between programs)



Not the Same Risks as Insurance Sales



Green Cross Employers – Protect the Risk of Claims

- Employers offering the more modest benefit program are permitted to self fund provided they maintain sufficient reserves
- Employers offering comprehensive benefits must purchase fully insured coverage
- In general, Employers that can incur more than \$20,000 of benefit for any one participant, must insured coverage reinsure such risk either through stop loss or fully

This is seamless for the individual & there is no charge for the movement between Employers, if necessary



are not MEWAs Green Cross Employer Medical Plans

- Each employer has independent ownership
- Each employee works for an employer,
- Is required to fill out employment paperwork
- Has a job description
- Must perform that job or they become terminated as an employee
- Receives a periodic paycheck
- Gets a W-2 at the end of the year





Commission Structure

Commission Structure

There are Several Levels of Commission Contracts ---Building of an Agency to accommodate the



Summary of Benefits for Brokers

- Health Care availability for a Larger Market
- Better Case Management for Program **Participants**
- Provides a substantial additional revenue stream
- Offers you the Ability to Differentiate yourself from other players
- Attractive Commission Structure



UNDERWRITING GUIDE

June 2009

Introduction ,	2
Build Charts	3
Non-Medical Guidelines	5
Occupations Not Eligible	6
Prescription and Associated Disease Reference	
Medical Guidelines	10

Green Cross

Introduction

This is a guide that if followed will result in the correct recruiter determination of the sponsorship fee.

Green Cross does reserve the right to determine the applicable sponsorship fee. The recruiter is responsible for assuring the medical questionnaire is completed. That medical questionnaire is part of the sponsored employee's application for medical coverage under the future employer's medical plan. Incorrect information on the medical questionnaire can prevent the sponsored employee from receiving valuable compensation paid for with the sponsorship agreement.

Note: All affirmative "Yes" answers on the medical questionnaire must be explained in detail on the medical questionnaire along with the name and address of the treating or consulting physician(s). Answers on the medical questionnaire are considered to have been given by the sponsored employee.

The Pricing Guide

Section 1:

Shows the Impairment/Condition involved as well as a brief outline of the pricing adjustment criteria pertaining to the length of treatment and severity of the condition. (A sponsored employee who has not used tobacco in any form for at least one year is considered a "Non-Tobacco User".)

Section 2:

Section 2 indicates the probable pricing action to be taken.

Explanation of the symbols shown in this guide:

STU -- Send to Underwriter

ACI— Active Charge Increase: If specified participant has \$10,000 of eligible medical expense in a year, with at least \$5,000 due to the specified condition the sponsorship will automatically increase.

Pharmacy: The cost of maintenance prescriptions is an additive item to any other pricing. The price of prescriptions is provided from the PBM or some equivalent discount source based on monthly dosage. Price of each prescription is reduced \$15 generic and \$30 name brand and summed.



Health Insurance Build Charts

- 1. If there has been weight loss of more than 20 pounds within one year, divide the loss in half and add it to current weight before entering into the table.
- A reduction in rating due to build will be considered once an insured loses enough to qualify for the lower rating and maintains the reduced weight for at least 6-12 months.
- Underweight can be more serious than overweight. Keep in mind that in certain people, because of small physical stature, an underweight condition is normal and perfectly healthy.
- 4. Sudden weight loss without voluntary dieting is an ominous sign.
- If other impairments are present sum the debits. Certain conditions require an additional rating because of the enhanced morbidity risk, e.g., hypertension and overweight build.
- 6. The weight is in pounds.

				Males			
He	ight	Premium Adjustment for Weight					
		Add 20%		20%	40%	80%	
feet	inch	for weight less than	Average Weight	increase	increase	AC}	1254
5	0	90	129	167-183	184-195	196-208	30,34
5	1	93	133	173-189	190-201	202-214	213-
5	2	97	138	180-196	197-209	210-223	224-
' 5	3	100	143	186-203	204-216	217-231	332~
5	4	103 '	147	192-209	210-222	223-237	2887
5	5	106	151	197-215	216-229	230-244	3.25
5 .	6	109.	156	204-222	223-236	237-252	2554
5.	7	112	160	210-228	229-242	243-258	250 %
5	8 .	116	165	216-235	236-250	251-266	2624
5	9	119	170	223-243	244-258	259-274.	2764
5	10	122	174	229-248	249-264	265-281	232+
. 5	11	125 ·	179	235-256	257-272	273-289	290)
6	0	128	184	242-263	264-279	280-297	81854
б	1	131	190	250-272	273-289	290-307	848.
6	2	134	195	257-279	280-296	297-315	3266
6	3	138	201	265-287	288-306	307-325	3.6-
6	4	142	206	272-295	296-313	314-333	534~
6	5	. 145	211	279-302	303-321	322-341	18,474

Green Cross Mehaded Hoelth System

6	6	150	217	287-311	312-330	331-351	3524
6	7	152	223	295-319	320-339	340-360	351%
6	. 8	158	228	302-327	328-347	348-368	3694

Health Insurance Build Charts (cont'd)

Females							
Не	ight	Premium Adjustment for Weight					
feet	Inch	Add 25% for weight less than	Average Weight	20% increase	40% increase	80% Increase + ACI	12816
4	8	75	107	148-163	164-173	174-184	18av
4	9	77	110	153-168	169-178	179-189	(90°
4	10	79	113	157-172	173-182	183-194	1950
4	11	81	115	160-175	176-185	186-198	198.
5	0	83	118	164-180	181-191	192-203	2024
5	. 1	85	121	169-185	186-196	197-208	139-
5	2	. 87	124	173-189	190-201	202-214	21.5
5	3	90	128	179-196	197-207	208-220	221-
5 .	4	92.	131	183-200	201-212	213-226	7278
.2	5	94	134	188-205	206-217	218-231	7324
5	6	96	137	192-210	211-222	223-236	2775
5	7	99	141	198-216	217-229	230-243	24.54
5	8	103	145	204-222	223-235	236-250	21 1-
5	9	105	150	211-230	231-244	245-259	2604
5	10	107	153	215-235	236-248	249-264	1859
5	11	111	159	224-244	245-258	259-274	275%
6	. 0	115	164	231-252	253-267	268-283	180-
6	1	118	168	237-258	259-273	274-290	19:-
6	2	120	172	243-264	265-280	281-297	2900
6 ·	3	123 ·	176	249-271	272-286	287-303	2004.
6	4	127	181	256-278	279-295	296-312	5.15 - 1



Non-Medical Guldelines

Impairment/Condition	Action	Impairment/Condition	Action
		Over 5 years	30%+AC1
Aviation			
a) Crop-dusters or Stunt Flying	.40%+ACI	Use of Other Drugs of Abuse	
b) Pilots, including Student Pilots and		* Warm 7 vears	40%
instructors participating in non-hazard	ous	 Over 7 years 	40%+ACI
personal or professional activities	0%		
Driving Record			•
Driving while under the influence, into:	xicated or		
impaired		Felony Conviction	
a) Single episode		a) One conviction within 3 year	sDecline
* Within 1 year	1070	b) still imprisoned, jailed or on	
• 1-2 years:		c) Not imprisoned, Jailed or on	
· -> age 25	40%	-,	,, - ,
- <age ,<="" 25="" td=""><td></td><td>d) Multiple convictions</td><td>Decline</td></age>		d) Multiple convictions	Decline
Over 2 years		Note: Conviction involving, but	not limited to,
b) Two or more episodes		arson, bombing, counterfeiting,	, extortion, .
· Last Althin 3 years	ao***	murder, fraud, narcotics, organ	ized crime, and
Over 3 years		sexual assault will not be consid	dered, regardless
		of time frame.	
Drug Use			
Απιφοίω δεξευίος (Αποταίζατε)		Foreign Nationals	•
Muscla Building "Steroids"		a) Without permanent visa or c	
•			Decline
Marijuana	. •	b) Permanent visa	
a) Admitted short-term experimental u	sage, no	In US less than 1 year	
evidence of continued use, over 1 year	ago,	 Over 1 year, insurable in all ot 	
no criticism of habits, good work record	d, .	c) If no permanent visa, in the U	
driving record and health history		years with Social Security card a	
o) Others	30%	license	0%+ACI
Prescription Drug Abuse		Foreign Travel	, .
Excessive, abusive or habitual use of		a) Vacation or business travel, n	o establíshment
prescription drugs		of residency in foreign country t	
· Withth 5 years	. 30 k.	year	

b) Vacation or business travel greater than 5 times per year0%+ACI c) Residency in foreign country, dependent on country's living conditions and political situation • less than 5 monthsDecline

*Hazardous Avocations or hobbies will require

 Over 5 monthsDecline Elimination Riders, Such activities include, but

are not limited to, hang-gliding, kayaking, scuba diving (below 100 ft.), sky diving, matarcycle racing, auto racing, hazardous rodeo events, bungee jumping, mountain or rock climbing and competitive snowboarding/skiing.......50%+ACI

Typically, any form of motorized racing will require an Elimination Rider.

Occupational Non-eligible

We do not offer sponsorship to an individual who is unemployable or has a primary job as follows:

- · Asbestos/Toxic Chemical Workers
- Athletes Professional
- Boxers, Prize Fighters
- Circus or Carnival Workers
- . Drivers Participating in racing, speed or endurance tests
- · Enameling Factories (Dusters, Mixers, Grinders, Laborers)
- Entertainers
- Explorers
- · Explosives Workers or those handling, using or transporting explosives, including contractors
- Fireworks Manufacturers
- Fishermen Offshore
- Guides Fishing and Hunting
- Horse Racing Personnel
- · Livestock Breakers or Trainers
- Logging /Mill Workers
- Massage Therapist (Not Licensed/Certified)
- Missionaries (Outside U.S.)
- Mining Underground Workers
- .• Models
- Musicians
- · Oil/Natural Gas, roughnecks, deck hands, including off-shore operations
- Pyrotechnists
- Rodeo Riders
- Singers
- Structural Steel Workers

Prescriptions and Associated Disease Reference

Acetaminophen/Code	ine Severe Pain
Aciphex	Ulcer Disease
Actonel	Osteoporosis
Actos	Dia betes Mellitus
	High Blood Pressure
	Аспе
Adderall	Attention Deficit Disorder
	Asthma
Allegra	Allergies
Allopurinol	Gout
	Glaucoma
	Anxiety
Altace	High Blood Pressure
Amaryl	Diabetes Mellitus
Ambien	Insomnia
Amitriptyline	Depression/Fibromyalgia
	Infection
Amoxil	Infection
Amphetamine Salts	Attention Deficit Disorder
Antabase	Drug/Alcohol
	Contraceptive
Aricept	Dementia/Alzheimers
	Parkinson's
Atacand	High Blood Pressure
Atenoiol	High Blood Pressure
Atlvan	Anxiety
Atrovent ,	Asthma
Augmentin	Infection
Avalide	High Blood Pressure
Avandia	Diabetes Mellitus
Avapro	High Blood Pressure
Avelox	Infection
Aviane	Contraceptive
AZT	HIV/AIDS

Bactroban	Infection
,,	Asthma
	High Blood Pressure
	eroidal Anti-inflammatory
BextraNonste	roidal Anti-Inflammatory
	Infection
Bisoprolol	
	Depression
Cardizem	Cardíovascular
Carisoprodol	Pain
Cartia	High Blood Pressure
Catapres	High Blood Pressure
Cefzil	Infection
CelebrexNonste	eroidal Anti-Inflammatory
Celexa	Depression
Cephalexin	Infection
Cipro	Infection
Ciprofloxacin	Infection
Clarinex	Allergies
	Seizures
Clotrimazole	Asthma
Cogentin	Parkinson's
Combivent	Asthma
Concerta	Attention Deficit Disorder
	Cardiovascular
	Blood Thinner
	High Blood Pressure
Crestor	Cholesterol
Cyclobenzaprine	, Pain
	Cancer
Darvocet	Severe Pain
	\$ eizures
	Urinary Disorder
Dexedrine	Stimulant/Diet Pill



Diazepam	Anxiety
	Fungal Infection
	Arrhythmia's
Digoxin	Arrhythmia's
Dilantin	Convulsion/Seizures
Diltiazem	High Blood Pressure
	High Blood Pressure
	Urlnary Disorder
	High Blood Pressure
	Infection
Duragesic	Severe Pain
	Depression
	Depression
	Skin Disorders
	High Blood Pressure
Enbrel	Rheumatoid Arthritis
	Hormonal Supplement
	Osteoporosis
Fentanyl	Severe Pain
Finasteride	Prostate/Urinary Disorder
Flomax	Protate/Urinary Disorder
	Allergies
	Asthma
	Fungal Infection
Fluoxetine	Depression
Fosamax	Osteoporosis
Fosinopril	High Blood Pressure
	Diuretic
Gemfibrozil	Cholesterol
Gleevec	Cancer
Glipizide	Diabetes Mellitus
Glucophage	Diabetes Mellitus
Glucotrol	Diabetes Mellitus
	Diabetes Mullitus
Glyburide	Diabetes Mellitus
	Diabetes Mellitus
	Blood Thinner
	Diabetes Mellitus
	Diabetes Mellitus
Hydrochlorothiazide .	Diuretic
	Severe Pain
Hyzāar	High Blood Pressure
	teroidal Anti-Inflammatory
•	Depression
	Migraine
Inderal	Blood Pressure/Migraines

IndocinNonsteroidal Anti-inflammatory	
InsulinDiabetes Mellitus	
IpratropiumAsthma	
KarivaContraceptive	
KlonopinSeizures	
Klor-Con Potassium Deficiency	
Lamictal Seizures/Pain	
LanoxinArrhythmia's	
LantusDlabetes Mellitus	
Lasix Diuretic	
LescolCholesterol	
LeukeranCancer	
LevaquinInfection	
Levothroid Thyroid	
LevothyroxineThyroid	
Levoxyl Thyrold	
Lexapro Depression	
LipitorCholesterol	
LisinopHigh Blood Pressure	
Lithium Psychosis	
LopidCholesterol	
LopressHigh Blood Pressure	
Lorazepam Anxiety	
LotensinHigh Blood Pressure	,
LotrelHigh Blood Pressure	
Low-OgestreContraceptive	
MacrobidInfection	
Maxzide High Blood Pressure	
MetforminDiabetes Melliltus	
Methadone (ongoing use)Drug Abuse	
MethotrexateCancer/Rheumatoid Arthritis	
Methylprednisolone (ongoing use)Steroid	
Methylphenidate Attention Deficit Disorder	
MetoprololHigh Blood Pressure	
MevacorCholesterol	
Miacalcin Osteoporosis	
Microgestin FeContraceptive	
Mirtazapine Depression	
Mobic Pain	
MonoprilHigh Blood Pressure	
Morphine (ongoing use) Severe Pain	
NadololHigh Blood Pressure	
NaprosyNonsteroidal Anti-inflammatory	
Naproxen Pain and Inflammatory	
Nasacort AQAllergies	
NasonexAllergies	



Necon	Contraceptive
	Esophagitis/GERD
Niaspan	Cholesterol
Nifedlac CC	High Blood Pressure
	High Blood Pressure
	Chest Pain
	Chest Pain
	Chest Pain
	Depression
	High Blood Pressure
	Ulcer Disease
	Infection
Ortho Euro	Contraceptive
	Contraceptive
	Contraceptive
	Severe Pain
	Severe Pain
	Depression
	Depression
Patanoi	Eye Inflammation
	Depression
	Infection
.,	
	Convulsions/Seizures
	Seizures
	Rheumatoid Arthritis
	Anti Thrombotic
	High Blood Pressure
	Potassium Deficiency
	Cholesterol
	e)Immune Disorder
	Hormonal Supplement
	Hormonal Supplement
	Ulcer Disease
	Ulcer Disease
Procardia	Arrhythmla's
Promethazine	Allergies
Propoxyphene,,,	Severe Pain
	rostate/Urinary Disorder
	Esophagitls/GERD
	Asthma
	Depression
	Asthma
	Ulcer Disease
	Alzheimers
Remeron	Depression

Restoril	Insomnia	
Rhinocort Aqua	Allergies	$(\widetilde{\mathcal{O}}_{i,j})$
Risperdal		
Ritalin A	ttention Deficit Disorder	
Roxicet	Severe Pain	
Seroquel	Psychosis	
Singulair		
Skelaxin ,		
Spironolactone		
Strattera A		
Sulfamethoxazole		
Synthroid		
Tamoxifen		
Tegretol		
-		
Temazepam		
Terazosin		
Timolol		
Timoptic		
Tobradex		
Topamax		
Toprol		
Tramadol		
Trazodone		
Triamterene/HCTZ	_	
Tricor	,	
Trimox		
Trivora-28		
Tussionex	Cough and Cold	
Ultracet		
Valacyclovir		,
Valium		
Valtrex	Viral Infection	
Ventolin	Asthma	
Verapamil		
Viagra		
Vicodin (ongoing use)	Severe Pain	
Warfarin	Blood Thinner	
Wellbutrin		
Xalatan	Glaucoma	
Xanax	Anxiety	
Yasmin 28	Contraceptive	
Zantac ,,,,,,,,,	Ulcer Disorder	
Zestril	High Blood Pressure	
Zetia	Cholesterol	
Zithromax,	Infection	
Zocor	Cholesterol	



Zoloft	Depression
Zovirax	, Skin Infection
Zyloprim	Goưt

Zyprexa	Depression
Zyrtec	Allergies

Medical Guidelines

Underwriting action by medical condition:

Abdominal Complaints of Unknown Etiology)
 Single episode within I vear
Over 1 year, resolved 0%+ACt
Abscess
a) Brain, liver, lung, pancreas, other vital organs
· Fresent or with a Simon
 History of, complete recovery,
<pre><2years</pre>
>2years0%+ACI
b) Skin or subcutaneous structures
• Recovered 0%
• Others
Acne- Inflammation of the oil-secreting glands
Mild, uncomplicated, no RX medication 0%
Others, or medically treated 20%+ACI
Addison's Disease 2000%
Adhesions
a) Present, symptomatic
) Surgically corrected,
Vithin 3 years 0%+AC!
Over 3 years 0%
Multiple surgeries

Adoption (see 'Pregnancy' for handling)

AlDS, or HIV Positive Test Results 2000%

Alcoholism (including participation in AA)

Allergies (without asthma)

- a) Seasonal, no more than six months per year, or asthma component including inhaler use

Alzheimer's Disease or SyndromeDecline

Amenorrhea — Absence of menstruation (see 'Uterine Disorders')

Amnesia -- Loss of memory

allerations and comment and comment and

Green Cross Managed Health System

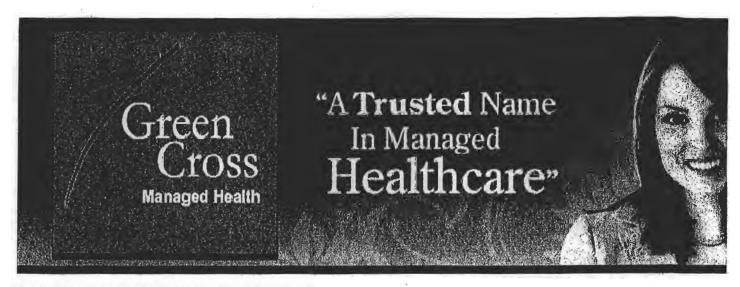
Underwriting Guide

Venereal Warts (see 'Sexually Transmitted Diseases')

Whiplash (see 'Back Strain or Sprain')



Underwriting Guide



904.647.9591

- Home
- Managed Health Group Plan for Employers
- Managed Health for Individuals
- . How the Programs Work
- About Us.
- Contact Us
- Privacy Policy
- Green Cross Business Plan

Welcome to Green Cross

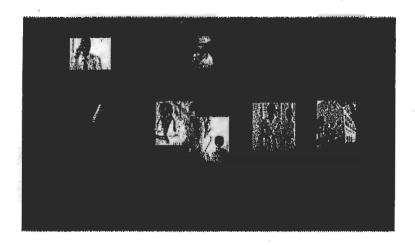
Green Cross Health Management Program

Green Cross is a managed health system with an innovative healthcare delivery process that is focused on improving care, lowering costs, and offering access to healthcare for more people. Green Cross offers care coordination and patient advocacy services to assist participants in managing their health and health conditions.

Our health management program is administered by using evidence-based clinical guidelines. Specially trained registered nurses provide an assessment, health information, education, and referral support to assist participants in adhering to their provider treatment plan and suggested wellness program.

Green Cross is not an insurance program, but rather a collaborative effort between Green Cross, Specialty Physicians, Health Benefits Professionals, Care Management Nurses, and dual employment service providers.

Green Cross Managed Health is an innovative program that offers coverage for pre-existing conditions, has affordable medical benefits programs, programs for the hard to insure, and health benefits for individuals and small groups.



Green Cross offers a variety of programs, including group programs for small and medium businesses, and programs for individuals. We can generally provide benefits for people who've been declined by Health Insurance companies. We're able to offer our programs through the use of a dual employment process - consisting of client participation in health reporting and management.

Through this process, our programs are available to ensure access to affordable, attainable, health coverage – even if you may have been denied health coverage in the past. Smaller businesses can recognize significant savings, while offering a much needed benefit to their employees.



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Frequently Asked Questions

Is Green Cross an Insurance Program?

No, Green Cross offers managed health programs that provide lower cost access to medical care for both groups and individuals. The program is a collaborative effort between Green Cross, Specialty Physicians, Health Benefits Professionals, Care Management Nurses and Selected Employers, through a dual employment model.

How does the Green Cross Health Management Program work?

"Green Cross" has developed strategic collaborative relationships with a national employment agency and a group of employers who, working together, will place you in a second employment relationship that will offer you and your family medical coverage through your relationship with these employers.

Dual employment with Depawix Health Resources

In order to participate in the program Depawix provides part time employment as a "Dual Employer" for which compensation and benefits are paid, Employed as a "tester" the individual utilizes the benefits provided by Depawix to facilitate study of the principles, processes and procedures of the Green Cross Managed Health System.

Depawix Health Resources is an employer formed to "test" three specific principles of an aggressive health care management system along with the access and delivery of medical care.

Depawix hires part time employees to become directly involved in the process. Depawix employee

compensation is directly affected and contingent upon following the job description, processes and procedures,

The single most important task associated with the "test" is the requirement to call a patient advocate as soon as the tester realizes the need to access healthcare services for themselves and/or covered dependents. This phone call is the basis for all aspects of the testing system.

As part of the system the employee will be involved in defining a new network of providers willing to provide the proper communication with the identified program. As part of this network development, the program will be working to obtain laboratory and diagnostic test agreements with a network of leading edge providers. In almost all cases the cost of services of these providers will be considerably lower than general providers.

Additionally, as part of the program, the tester will be assisting in building an electronic medical record for themselves and/or covered dependents and the tester will commit to a program of wellness and health management based on clinically provided recommendations to provide feedback and impressions of the program.

Will this dual second employer relationship interfere with my current employment?

NO!!! Dual Employment will not interfere with your current employment, no conflict of interests, no reporting for work at a different location. You (and your your dependents, if applicable) will participate as 'Health care Testers".

What is the basic Job description of a Health Care Tester?

When you need medical care, as a Tester, you will work with your Patient Advocate Nurse to coordinate the approach to care to achieve the highest state of wellness possible. Your Patient Advocate Nurse will also serve as your representative with hospitals, physicians and any and all other medical services when you and/or your loved ones are in need of care. Your Patient Advocate Nurse is also available to you and/or your loved ones for any medical questions which you may have. And will help determine whether or not you need physician or hospitalization. A part of the employer's compensation to you, for this job, is health benefits. It is that simple!!!

What types of employment opportunities are there?

Several different employers are looking for various services. These employers provide a wide variety of Benefit Plans. If you currently have medical conditions that are under control you may be placed with an employer that provides more modest benefits but if you develop more serious medical conditions, other employers offer more comprehensive coverage as part of their employment.

You may be offered employment with the opportunity to move you and/or your dependents to a different employer with more major medical coverage available. Again, it is that simple!!!

I've never heard of Green Cross. is this a discount medical program?

NO!!! We do "NOT" represent cash discount cards, Or any of the other 'look alike" plans that lead you to believe you have traditional Health coverage.

1	STATE OF FLORIDA	AFFIDAVIT	COUNTY OF BREVARD	
2	NAME:	I AM A MALE	DOB:	
3	RESIDENCE ADDRESS			
4	BUSINESS ADDRESS:		7	
5	EMPLOYER'S NAME:			
6	OCCUPATION:			
7	RESIDENCE PHONE:	BUSINESS PI	HONE:	
8		The same of the sa		,
9				
10				
11		PAGE 1 of 5		
12				
13	RE: CS176	53/CA28504, CA28507		
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I first had contact with Joshua Levy on or about May 1, 2009. The company that I work for, was previously insured for our healthcare with I believe, Aetna. Our premiums went up over 30% this year, and it was outrageous. It probably would have put the company under if we had to pay it. The annual premium was going to be \$180,000. I went on to the Internet and found, I believe, einsurance.com. You tell the website what the particulars of what you are looking for. It tells you that an agent will contact you and what to expect. Joshua Levy was actually the second agent that contacted me. Agent Levy put together the best quote listing several companies and options. That was before he knew that it was the whole company, which I was looking to cover. Agent Levy thought at first that it was just me. The initial email that I got from Agent Levy listed eight different companies and options, including Green Cross. Our company management was trying to come to some conclusion how we could make this all work - getting away from group health insurance and turning to something more personal, and not leave our employees out in the cold. The first time that Agent Levy came out to our offices, was towards the middle of May, on a Friday. (It was the first Friday after May 15) Agent Levy gave me his business card when we met. I have identified Agent Levy on the gallery of photographs that the investigator showed me as #40. The meeting started out with just Agent Levy and I. Then we brought in about six or eight other people that were interested

and he had a meeting with them. This was all on the same day. Agent Levy discussed the 32 other plans in comparison with the Green Cross Managed Healthcare plan, but it seemed 33 34 like Green Cross would be the best plan for everyone to go on. It had the best price with the best options. Agent Levy told us that Green Cross was the closest to a group health 35 plan as what we had before. Agent Levy asked everyone to send him their pertinent 36 37 information. I did sign up that same day. Agent Levy took my credit card information that 38 same day. Agent Levy needed to know from everyone their age, sex, and any existing health problems of anyone going on the plan, medications, dosages, and any pre-existing 39 40 conditions. Agent Levy also wanted to know who everyone's doctors were to see if they 41 were in the plan. Agent Levy told me that he did check and my doctor is in the plan. I don't 42 know that for sure yet, as I'm pretty healthy and have not had to use the coverage yet. Everyone emailed their information and then everyone got their separate quotes. One guy 43 44 that works here has had no medical problems, is on no medication and his quote came in 45 at about \$78 per month. Another guy who has had a heart attack and is on a shopping 46 bag of medication got a quote of about \$470 per month. I first learned about the Green 47 Cross Managed Healthcare plan when Agent Levy emailed me the quote. I enrolled in the 48 Green Cross Managed Healthcare with an effective date of June 1, 2008. I paid an initial 49 premium of \$230 for the first month, plus \$125 processing fee. I is my understanding that 50 the processing fee was a one time set up fee because I was also filling out an employment 51 application. That's the part that really started to get me concerned. I thought that the 52 information I was giving on the employment application would be a great way for someone 53 to steal my identity. I don't really understand what is going on with the employment. Agent 54 Levy told us that we would be receiving a check for \$13 once a month from Depawix, as 55 they would be the place that we would actually be working for, and who we were filling out 56 the applications for. That confused me because in the documents on page 5 of 14 it says





that our salary would be \$7.50 an hour for 15 hours a month. Since we just signed up for this program on June 1, I have not yet received any paycheck from Depawix. I enrolled in this plan because of the price and the coverage. I was looking for a plan that was similar to our group coverage, which had doctor's visits, a prescription plan and reasonable deductibles. I do not really consider myself to be an employee of Depawix as I haven't heard or received anything from them, other than the paperwork, which I have provided to the investigator. Applying for employment with Depawix was a requirement to get coverage with Green Cross. Agent Levy did mention that Green Cross had been around for about 4 or 5 years, and that it was a different concept with insurance. Agent Levy told me that Green Cross had been having problems getting their networks set up and hadn't gone out full force with getting their name out. Agent Levy told me that in a couple of months we'd probably see Green Cross all over the Internet. I looked all over the Internet, doing searches, and looking in chat rooms that talk about insurance scams, and couldn't find anything about this company. Green Crosses website just seems so basic. The website is www.greencrosshms.com. I don't recall Agent Levy telling me anything about the Federal ERISA law or if Green Cross was regulated by the Florida Department of Financial Services. It was a lot of new stuff that day. Agent Levy did not refer to Green Cross as insurance. He said it was a health plan. Agent Levy told us to call the Nurse Advocate when we need to see the doctor. Agent Levy told us that if we needed to go to the emergency room to just call and call the Nurse Advocate later. Agent Levy told me that this was a pretty easy process. In Agent Levy's email to me on May 5, 2009, he told me that he and his family were going on the plan as of May 15. I called Agent Levy to ask him who the health care network was through and he told me it was First Health. I know he told someone else here that same information during the group meeting. I was not present at the group meeting that Agent Levy had the first day he came into our place of business.

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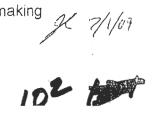
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82. The only information I have gotten from Depawix or Green Cross is a temporary member ID 83 card. Agent Levy said that we should be getting permanent cards, but I haven't seen 84 anything yet. I haven't talked to anyone else regarding the Green Cross Managed Healthcare plan. No one called to verify any information. Everything was done by email. 85 86 The application packet was emailed to me and then I faxed it back. The temporary ID card 87 was included in the packet before I filled out any information. We cancelled the Aetna 88 health plan as of June 1, 2009. I became concerned about the Green Cross Managed Healthcare plan when at first Agent Levy was talking about all these different companies -89 90 coverage was with Green Cross, you were employed by Depawix and Peck & Peck would be taking the premiums out of our bank accounts. Plus, our former agent, 91 92 had told us that we might have problems covering some of our employees due to pre-93 existing conditions. is the person who told us that many of our people might be uninsurable. Agent Levy told us that the Green Cross program was perfect for people 94 who were uninsurable and worked on a system of managed health. Agent Levy said that if 95 96 there was a specialist that could better serve you they would actually pay for your travel 97 expenses to see that specialist. Agent Levy mentioned the Mayo Clinic when talking about 98 traveling to see specialists. I contacted the Department of Financial Services because I 99 wanted to know if there was any other information out there other than what I couldn't find 100 on the internet. It just seemed a little too good to be true. Agent Levy has been here two 101 other times trying to help get them signed up. Each time he would meet with many 102 employees trying to get everyone signed up. We currently have between 30-40 103 employees. At one time we had upwards of 100 employees working for 104 Right now I want to know if this is too good to be true or if they are robbing 105 us blind. I am concerned about the multiple layers of companies, the massive amounts of personal information that we had to give, and the fact that the only way of making 106



107	payments is through direct withdrawal from a checking account. As far as I know, none of
108	our employees has expressed any concerns with using the plan, but we have only been
109	enrolled for one month. I do not know how many of our employees have signed up for
110	coverage with Green Cross. Currently pays up to \$200 of the
111	monthly premium for each employee. My premium of \$230 per month is just for me. I have
112	no dependants covered under this plan. Agent Levy did say that there were tax
113	consequences to being employed by Depawix, but that it would minimal.
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115 People who should always know how to contact me if my address or phone number should 116 change:

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AFFIANT HAS READ THE ABOVE STATEMENT CONSISITING OF 5 PAGES AND DECLARES AT THIS TIME THE EVENTS AS STATED ARE CLEAR IN HIS MIND AND THAT THE STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. AFFIANT IS WILLING TO APPEAR AT A HEARING.

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AFFIART'S SIGNATURE)

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THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF JULY, 2009 BY, WHO PRODUCED FLORIDA DRIVERS LICENSE NUMBER OR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

134 135 136

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Subscribed and sworn to before me This 1ST day of July, 2009.

137 138

139 140

141 Notary Public, State of Florida at Large 142 My Commission expires: May 17, 2011

SUSAN V GORTON Commission DD 675631 Expires May 17, 201: Bonded Thru Troy Fain Insurance 400-385-7019





11111-70 San Jose Blvd, Sulte 306 Jacksonville, FL 32223

Phone: 904-647-9591 Fax: 866-268-7793 www.depawix.com

May 2009

Dear Member,

Welcome to Depawix and the Green Cross Health Management Program. In addition to this welcome letter, you will find the following documents attached to your welcome email or welcome package:

Document Name	Brief Description	
Temporary Member ID Card	This is a paper copy of your member ID card which entitles you to immediate medical and prescription benefits. Your permanent member ID card will be mailed to your mailing address on record upon receipt and review of your completed employment eligibility verification and other required documents.	
Depawix Job Description	This is a copy of the job description page that you reviewed and signed when you enrolled in the Green Cross program, Please sign this document and keep a signed copy for your reference.	
Depawix Employee Implementation Agreement	This agreement uutlines your employee initialization requirements as a part-time tester. Please complete and sign this document and keep a signed copy for your reference.	
Depawlx Guldelines for Patient Advocate Notification	These are guidelines for contacting and interacting with the Patient Advocate. Please keep a signed copy for your records. Please note: It is vitally important that you contact your Patient Advocate at 866-884-8873 before each doctor visit and doctor prescribed procedure or test and before each new prescription you receive.	
Form I-9	Employment Eligibility Verification form that must be completed as mandated by the government.	
Form W-4 (2009)	Employee's Withholding Allowance Certificate	
Green Cross Health Risk Assessment	Health history information form. One health risk assessment needs to be completed by you and separate assessments for your spouse and each of your other dependents, if applicable.	

Next steps

- You will receive a call from a Depawix associate confirming that your welcome package has been sent out to you via email or US postal service.
- Upon receipt of your welcome email or welcome package, print and review the attached or documents.
- The following steps must be completed by you, the Depawix employee, to complete your
 employment eligibility verification and receive your permanent member ID card. Failure to do
 so could result in the interruption or delay of your medical and prescription benefits after the
 initial temporary 30-day enrollment period has passed.



Within 5 business days of receipt of your welcome email or package, please complete, sign, date and mail (or fax) the following documents to the Depawix address or fax number listed below:

	Check list of documents that need to be completed and returned to bepawix	Additional information on the documents
1	Depawix Job Description	You may have already signed a copy of this document during your enrollment meeting. We need a second copy for our records.
2	Depawlx Employee Implementation Agreement	You may have already signed a copy of this document during your enrollment meeting. We need a second copy for our records.
3 ·	Depawix Guidelines for Patient Advocate Notification document	
4	Green Cross Health Risk Assessment	Please provide as much detail as possible.
5	Form W-4, Employee's Withholding Allowance Certificate	Don't forget to enter the number of allowances in Box 5 of Form W-4.
6	Form I-9, Employment Eligibility Verification Form.	Please note that you only need to complete the top portion of this form.
7	Copy of your passport OR Copy of your driver's license AND Copy of your Social Security Card OR Copy of your Birth Certificate	If you select to send a copy of your driver's license, you must ALSO send a copy of your social security card OR birth certificate OR a copy of one of the other identification documents listed in LIST C on the fourth page of the attached Form I-9.

Please fax your completed documents to 866-268-7793. Or mall them to the following address:

Depawlx Health Resources 11111-70 San Jose Blvd, Suite 306 Jacksonville, FL 32223

- 4. Upon receipt and review of the requested employment documents, you will receive a confirmation via email or phone call that your employment eligibility verification process is complete and that your member ID card will be mailed to you.
- Your member ID card will then be mailed to you via US mail to the mailing address we have for you on record. The member ID card entitles you to medical and prescription benefits for the length of your active employment with Depawix.

Please email <u>services@depawix.com</u> or call Depawix Services at 904-647-9591 if you have any questions about your welcome email or package or the required employment verification documents.

Sincerely, Depawlx Services





11111-70 San Jose Blvd, Suite 306 Jacksonville, FL 32223

Phone: 904-647-9591 Fax: 866-268-7793 www.depawix.com

Dear Member,

Below please find your temporary Depawix health benefit member ID card. Please cut out the card and present it at time of service. Upon receipt and review of your employment eligibility verification and the other required documents, your permanent member ID card will be mailed to your mailing address on record.

DEPAWIX Health Resources

Member Name

Group Name: DEPWX

Effective Date: 06/01/2009

Member #: 1

PBM: NPS Group: NPSDPWX Bin#: 004758

Rx Copays: \$15/\$30/\$50

Network Physician Office Visit Copay: \$25

Provider Network: First Health

Note: Prior to receiving any medical services you must call the Patient Advocate at 866-884-8873 and report the Employee: Cail the Patient Advocate at 866-884-8873 prior to receiving any medical services. Present this card at the time of service. There may be a copay, deductible, and/or coinsurance applied.

Provider Network: First Health

Provider: Please call 866-460-0603 to confirm coverage limits or

for questions regarding claims

Send lumized statements to: Claims Administration

3030 Hartley Road, Suite 310

Jacksonville, FL 32257

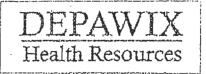
or fax statements to:

866-268-7793

PBM-NPS Customer Service: 800-\$46-5577

Sincerely, Depawix Services





11111-70 San Jose Blvd, Suite 306 Jacksonville, FL 32223

Phone: 904-647-9591 Fax: 866-268-7793 www.depawlx.com

Job Description

You are part of a program to test the Green Cross Aggressive Care Management principles. Your job is as follows:

- 1) Once a year, as directed, you will complete a Green Cross Health Risk Assessment.
- Upon completion of the analysis of the Health Risk Assessment you will work with the Patient Advocate to establish a program of health management.
- Throughout the year you will fulfill the health management processes of the established program.
- 4) Monthly, you will check in with the Patient Advocate to measure the level of success in fulfilling the established goals. At the same time you will report any changes in medical status.
- You will call the Patient Advocate and get approval for all medical services you need prior to receiving those services, including all new prescriptions for medication.
- 6) You will report all medical service interactions promptly, providing copies of all bills, explanations of benefits and evaluations of providers to the Patlent Advocate.
- You will promote the concept of the Green Cross program to the general public. For this
 purpose Depawlx will periodically provide you with communication materials to hand out,
- 8) You will follow the same procedure for each dependent that is part of the part-time employee benefit program.

I acknowledge that I have read and understood this job description.			
Employee Signature:	Date Signed:		



11111-70 San Jose Blvd., Suite 306 Jacksonville, FL 32223

> Phone: 904-647-9591 Fax: 866-268-7793 www.depawix.com

Employee Implementation Agreement

Name:	Social Security	Social Security#:	
Address:			
City;	State:	Zip:	
Phone Number:			
Email Address:	· · · · · · · · · · · · · · · · · · ·		
The following are your employee initialization	on requirements as a part-time	tester:	

- You agree your salary is \$7.50 an hour for 15 hours a month.
- You agree you have read the attached job description and understand you are required to fulfill those job requirements.
- You agree that if you or one of your covered dependents incurs an emergency medical situation you will be offered full time employment retroactive to the beginning of that month. You agree you accept that job if offered. You understand your salary will remain the same and your new hours will be 30 a week, You accept the available full time medical coverage and authorize the deduction of the required employee contribution. You authorize Depawly to complete the resigned application for the full time medical coverage. You agree to perform the services of a full time employee. Further, you request the prepald security coverage to meet the requirement of the full time medical plan and authorize Depawix to deduct the contribution for this benefit from your pay. A true emergency is one where immediate medical attention is required because of a life or death situation and any delay is unacceptable.
- 4. You agree to accept coverage under the part-time medical coverage and authorize Depawix to deduct the required employee contribution. You agree that medical coverage will not commence if your application does not reflect your current medical condition and the current medical condition of your dependents to be covered by the plan.
- 5. You agree that you will report to a designated manager at a predetermined time each month to discuss issues related to your employment. This includes, but is not limited to, an update on any changes in status from the previous health risk assessments performed as part of your job.
- 6. You agree to submit to your employer or designated administrator, in a timely manner all billing, bills, involces, EOBs'etc. for each medical expense you or your dependents access.
- 7. You agree you will maintain an e-mail address and periodically access that e-mail account in order to provide a portal of communication with Depawix management.
- 8. You agree you are being hired to provide and receive health education and information to assist in developing the mechanics for the Patient Advocate and wellness management mechanisms under a specific sponsorship arrangement and agree that said employment is temporary in nature and contingent upon the continuation in full of that sponsorship.
- 9. You agree that such sponsorship is on a month to month basis and that no work will be authorized until the payment of placement fees for a contract month is received from your sponsor. You agree that employment will terminate with the termination of your sponsorship or your failure to perform the required services of employment to a level satisfactory to your employer or your sponsor.

Enrollee Signature:		Date:
	·	



11111-70 San Jose Blvd., Suite 306 Jacksonville, FL 32223

Phone: 904-647-9591 Fax: 866-268-7793 www.depawix.com

April 2009

Guidelines for Patient Advocate Notification

Dear Member,

As a Depawix employee you receive health benefits as described during your enrollment process. In order to receive the full advantage of these benefits, you will need to complete your job which is described in the Employee Job Description document included in attached Welcome Package. Your Employee Job Description is also available to you through our website at www.depawix.com.

Your main responsibility as a Depawix employee is to report to your Patient Advocate any medical services and new prescriptions that you receive prior to receiving them. This letter outlines the guidelines for Patient Advocate notification. If you have any doubt, it is always better to make the quick phone call to the Patient Advocate.

- The Patient Advocate is available 24 hours a day, 365 days a year at 866-884-8873.
- If you do not reach the Patient Advocate Immediately, leave a message and they will call
 you back in a few minutes.
- You are required to call the Patient Advocate every month to report any updates on ongoing medical conditions. If the Patient Advocate calls you to check in, it is your JOB to return the phone call in a timely manner.
- Doctor visits
 - o If you need to find a doctor in network visit <u>www.firsthealth.com</u> or call your doctor's office to see if they are in our network. Referral to specialists, hospitalizations, and surgeries must be coordinated through your Patient, Advocate. Failure to do so will result in a substantial reduction in your benefits.
 - If they are not in our network and you have no other option, please contact our clinical department so we can work on contracting with the doctor directly.
 - o Make the Doctor's appointment and then call the Patient Advocate and let them know when, where, and the reason for the doctor's visit.

· Emergency Room

- o Report to the Patient Advocate any visits to the Emergency room immediately.
- o If it is a life or death situation a member of your family should report the emergency to the Patient Advocate as soon as the initial emergency takes place.

Prescriptions

- Maintenance Medications Please report all medications to your Patient
 Advocate and allow up to 24 hours for your medications to be entered into the
 system. The Patient Advocate will need to know the name of the medication, the
 exact dosage, and the number of dosages you will need.
- If there is a change in the prescriptions, including a change in the dosage or the number of dosages please report to the Patient Advocate to update the database.
- Emergency medications. Please call the Patient Advocate and the medications will be entered as soon as possible. We try to make this happen within an hour and often quicker than that.
- If you encounter an issue when filling a prescription please notify us immediately.

- · Labs and Testing
 - o Consult with the program to see if the facility you are visiting is in-network.
 - o Report prescribed labs and tests to the Patlent Advocate.
- · If you need services beyond routine primary care
 - Should you require more comprehensive care than routine primary care coverage, you will be moved to another program classification (at no cost to you). However, regardless of your program classification, you need to continue to report all medical services and new prescriptions to your Patient Advocate. Failure to do so will result in suspension of comprehensive health benefit coverage.

We appreciate your participation in the program,

The Depawix Team

Please print this document and acknowledge your understanding of its contents by signing below.

I acknowledge that I have read and understood the guidelines for interacting with the Patient Advocate. I understand that calling the Patient Advocate to report medical services and new prescriptions and completing the Health Risk Assessment for me and each of my dependents is part of my job as an employee of Depawix. I also understand that failure to follow the Patient Advocate notification guidelines and to comply with the requirements outlined in the Depawix Job Description may result in my termination from Depawix and the Interruption and/or reduction or loss of my health benefit coverage.

Employee Signature:	Date Signed:

Green Cross
Maringed Hoalth Syste
WINNIAR LINWING NA

Intake Form		·		/ Marmacd Hoalth S
				_ MI:
Date of Birth:				,
			·	
Current Height:	Feet	inches		
Current Weight		lbs		
What is your ethnic b	ackaround?			
•	_	∏ Asian	□ Pacific Island	er month.
☐ Caucasian				No. 2 (1)
Li Caucasian	Li Hopanio	LI MIXCU L	thino E other	The state of the s
What is the primary la	anguage spoken and	written?		
□ English	☐ Spanish	☐ Arabic	☐ Russian	
☐ Vietnamese	☐ Chinese	☐ Other:		
· · · · · · · · · · · · · · · · · · ·		· ·	· ***	
,			and the Manager	. الأمالة
_		-		,
☐ College Graduate	ЦΡ	ost Graduate (or professional degr	ee
Expected household	income this year			
☐ less than \$35,000	□ \$35,000 -	\$49,999	550,000 - 74	,999
□ \$75,000 - \$99,999	\$100,000	or more		
	the state of	I Native American ☐ Asian ☐ Pacific Islander I Hispanic ☐ Mixed Ethnic ☐ Other guage spoken and written? I SpanIsh ☐ Arabic ☐ Russian I Chinese ☐ Other: on you have achieved r less ☐ High School Graduate ☐ Some Collège ☐ Post Graduate ☐ Professional degree come this year ☐ \$35,000 - \$49,999 ☐ \$50,000 - 74,999 ☐ \$100,000 ☐ more ou rate your health compared to other people your age? I Very Good ☐ Good I Poor ☐ 4-6 ☐ 7+ our out sick last year? ☐ 4-6 ☐ 7+ our current weight? If not, how do you feel about working on		
	•	□ Asian □ Pacific Islander □ Mixed Ethnic □ Other written? □ Arabic □ Russian □ Other; ved gh School Graduate □ Some College ost Graduate or professional degree \$49,999 □ \$50,000 – 74,999 or more n compared to other people your age? □ Good s office last year? □ 7+ ons are you currently taking? □ 7+ ar? □ 7+		
☐ Excellent		⊔ Good		
□ Fair	□ Poor			
How many times did	you visit a physician's	s office last ye	ear?	
□ 0 □ 1-3	1.5			
	*		irrently taking?	
□ 0	□ 4-6	□ 7+		
How many days were	e vou out sick last vea	ar?		
□ 0 □ 1-3	• .		•	
Marie C				
Are you satisfied with weight loss?	your current weight?	? If not, how o	do you feel about wo	rking on
☐ I am satisfied with	my weight			
□ I am already worki	ng on weight loss			
☐ I intend to start wo	rking on weight loss	within the nex	t 30 days	
☐ I intend to start wo			•	
☐ I have no plans to	_			
The fermion in			•	
	•			

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Are you satisfied with your eating habits? If not, ho to your eating habits?	ow do you feel about making changes
☐ I am satisfied with my eating habits	
☐ I am already making changes to my eating habi	its
☐ I intend to start making changes to my eating h	abits within the next 30 days
☐ I intend to start making changes to my eating har	abits within the next 6 months
☐ I have no plans to make changes to my eating t	, , , , , , , , , , , , , , , , , , ,
How often do you eat out during a week?	
□ 0 □ 1-3 □ 4-6 □ 7+	
How often do you eat fruits or leafy vegetables a v	veek?
\square 0 \square 1-3 \square 4-6 \square 7+ How often do you eat frozen dinners, pizza, or oth	f.
□ 0 □ 1-3 □ 4-6 □ 7+	the of
Are you satisfied with your level of physical activity increasing your level of physical activity?	/? If not, how do you feel about
☐ I am satisfied with my level of physical activity	
☐ I am already increasing my level of physical act	ivity
☐ I intend to start increasing my level of physical a	activity within the next 30 days
☐ I intend to start increasing my level of physical a	activity within the next 6 months
☐ I have no plans to increase my level of physical	activity
On average, how often do you engage in moderate minutes or more? Moderate activity is strenuous a heavily and your heart beat faster.	
☐ Never ☐ 1-2 days a week ☐ 3-4 days a	week 🛚 5-6 days a week
☐ Every day	
What percent of the time do you usually buckle yo	ur safety belt when driving or riding?
□ 100% of the time □ 90-99% □ 80-89%	□ less than 80% of the time
In the next 12 months how many thousands of mile each of the following:	es will you probably drive or ride in
A. Car, truck, van or SUV ☐ 1-1,999 ☐ 2,000-4,999 ☐ 5,000-9,999 ☐ 10,000-14,999 ☐ 15,000-19,999 ☐ 20,000-29,999 ☐ 30,000 miles or more ☐ Do not drive or ride	B. Motorcycle ☐ 1- 1,999 ☐ 1,000- 1,999 ☐ 2,000- 2,999 ☐ 3,000- 3,999 ☐ 4,000- 4,999 ☐ 5,000 miles or more ☐ Do not drive or ride motorcy cle

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On a typical day how do you usually travel? (mark only one) Sub-compact or compact car
☐ Mid-size or full size car or minivan
☐ Truck, van, full size van or SUV
☐ Motorcycle
□ Other
How often do you floss your teeth?
☐ Every day ☐ Almost every day ☐ Sometimes ☐ Rarely or never ☐ Does not apply
When in the sun, do you protect your skin by using a sunscreen at SPF 15 or above and
by wearing adequate clothing?
☐ All of the time ☐ Most of the time ☐ Some of the time ☐ Rarely or never
How many hours of sleep do you usually get at night?
□ 5 hours or less □ 6 hours □ 7 hours □ 8 hours □ 9 hours or more
In general, how satisfied are you with your life (include personal and professional aspects)
☐ Completely satisfied ☐ Mostly satisfied ☐ Partly satisfied
☐ Not satisfied
In general, how strong are your social ties with your family and/or friends?
□ Very strong □ About average □ Weaker than average □ Not sure
Have you suffered a personal loss or misfortune in the past year? (examples: job loss, disability, divorce, separation, jail term, death of someone close to you, war veteran) ☐ Yes, two or more serious losses ☐ Yes, one serious loss ☐ None
How often do you feel tense, anxious or depressed?
☐ Often ☐ Some ☐ Hardly any ☐ None
Present Health Concerns Please briefly list your health concerns in order of priority, including date of onset, progression, severity of symptoms and treatments already tried.
1,
2
3
What do you believe is causing your most important health concerns?

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Healthcare Practitioners: Please list your current medical practitioners with their contact information.

	Practitioner's Name	Office Name	City	Phone
Primary Care				
Pediatrician			· ·	
OB/Gyn				
Specialist				
Specialist				9,000
Specialist				
Specialist				
Therapist	·			
Therapist			×,	Sec.
Other	•		7,	

P	ha	m	2	cv
	110		-	L.V

Medications: Please fill out medication log provided ...

Start Date	Name of Drug	Dose	Taken	Reason for Rx	Prescribing Physician
			737. 291		
				•	
-					
	 		"·		
-					
		2.00			
		Beer			·

etc.):				,	
46 10 11	lergies, sensi	tivities, o	r intolerances_		
Sec. 2		· · · · · · · · · · · · · · · · · · ·			
Social Histo	the most app	ropriate: arried	☐ Divorced	□ Widowed	☐ Significant O t her
Do you have □ Yes	any children′ □ No		se list their age	:(s)	
@2009 Green Cr	oss Managed Hea	ith Systams	Page 11 o	f 14	Company Con tidentia





Occupation(s	3)/S	chool:		Hours P	er we	eek:	
		Health History					
Any known e	xpo	sures to toxic c	hemicals?	IYes □ No		If yes please s	specity:
		sures to toxic h	ealth hazard	s in the past? [TYes	□ No	
If yes, Please	21 12 1 21 12 1	partner current	v nlannino a	future pregnan	cv? F	Yes DNo)
Ale you or ye	7 GN)	partitor barrotti	, piani, iing a				
		amily Medical					
Please check	k the	e □ box next to members (gran	each conditi	on that applies	to yo	u or one ot you leace indicate	riv. Calpi
and/or specif	iny fic. re	elative in RELA	TIONSHIP of	olumn. Indicate	in DA	ATE column wh	ether ·
		ed in the past (F					
			·				
	Ø	RELATIONSHIP	DATE PasVCurrent		Ø.	RELATIONSHIP	DATE Past/Curre
Alcoholism /			· coodantone	Glaucoma		· .	
Drug Abuse				Headaches			
Allergies Alzheimer's				Heart Disease	10.00		
Disease	<u> </u>			411- 24 10 8 22	<u> </u>		
Anamia Anxiety / Panic				Hepatitis of HIV	<u> </u>		
Attacks				Pressure			
Arthritis Asthma	-		· · · · · · · · · · · · · · · · · · ·	High Cholesterol			
Matinia				. Bowel Disease			
Autoimmune Disease	·		NO.	'Kidney Disease			
Bleeding		1	,	Liver or Gall			
Disorder Cancer:				Bladder Disease Mental Illness:		· · · · · ·	
Type		<u> </u>	Lander.	Type:			
Depression Diabetes	-		``	Osteoporosis Parkinson's	<u> </u>		
				Disease			
Eczema	-			Stroke Thyroid Disease			
Epilepsy Gastrointestinal				Vascular		· · · · · · · · · · · · · · · · · · ·	
Disease	L.,	[· · ·		Disease	L		
	ide.	details for boxe	s checked al	bove or other u	inliste	d	
diseases:	-	Pi					
	**						
			<u>-</u>				
Medical Hist	tory	: Please list da	te or age and	d provide descr	iption	:	
Childhood Illr							
	•						
Serious Illnes	sses	and Injuries					
Surgeries							
Hospitalizatio	ons						
@7020 Green Cr	000 h	Asnagad Health Such	emc D-	nga 17 of 14		Ćompani (Can (Idential



Date of last physical / annual exam
Date of last blood tests or images (X-raysetc.)
Please list any recent labs, images, vaccinations you have received:
Females only: Are you currently pregnant?YesNo
Lifestyle and Personal Habits: Circle substances you use regularly:
Tobacco Coffee/black tea/soda Alcohol Recreational Drugs
Pain relievers Antacids Laxatives Appetite suppressants
If any are circled, please indicate amount and frequency of use
Discount of the control of the second of the
Please describe any particular diet regimens or restrictions.
Do you exercise regularly? ☐ Yes ☐ No What is your exercise routine?
Do you believe stress has a major impact on your personal well being?
□ Yes □No
What are your greatest stressors in life?
How do you manage stress and take care of yourself?
Have you traveled outside the US in the past year?
□ Yes □ No
If yes, Where?
Have you done any camping that required drinking of unprocessed water?
□ Yes □ No
If yes, Where?
What are your greatest joys in life?
How much water do you drink per day?

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When was the last time you had these preventative services or health screenings?

	rese thau	1-2 years	2-3 years	3-4 years	·5-6 years	7 or more	Never	Don't
	1 year	ago	ago	ego	ago	years ago		know
Colon Cancer Screen					<u> </u>			
Rectal exam								
Flu Shot								
Telanus Shot					•			
Blood Pressure		_						
Cholesterol .		7						
Dental Exam					1		,	
FOR WOMEN ONLY							17 Y 18 19 19 19 19 19 19 19 19 19 19 19 19 19	
Pap Test	1						X. "", '	
Mammogram				1		ε,	17.57	
Breast exam by MD or							1	
nuise			·.			· · · · · · · · · · · · · · · · · · ·		
FOR MEN ONLY	SELECTION				Udaya Maran	azalam jaka		
Prostrate exam						The Total of		

In the next six months are you planning to make any changes to keep yourself healthy or improve your health?

		85, 35		
	Yes	No	Don't Know	Not Needed
Increase physical activity	·	1000		
Lose weight	·	44-		
Reduce alcohol use	·	No. A.	• •	
Quit or cut down on smoking	S 22			·
Reduce fat / cholesterol intake	11. 11.			
Lower blood pressure				
Lower cholesterol level	17/1/201			•
Cope better with stress	l ly			
See Primary Care Physician	76 Å.			
See Primary Dentist				
Receive flu shot	1			
Receive Mammogram or Breast exam by professional				
Receive Colonoscopy				
Receive Prostrate exam				

receive maininggram of breast examinal professional				1
Receive Colonoscopy				
Receive Prostrate exam				
n the next 6 months, would you participat your overall health? □ Yes □ No □ I am not s	,	am that wou	ıld help you	u to enhance
Agreement and Authorization hereby agree that (1) I represent that all Informers and the above statements and answers and complete to the best of my knowledge and any office required parts) shall be the bas 2) If I have made any false statements or mis concealed any material fact, coverage provide considered void and the allowance of benefits	and any attach d belief, and a sis for any pla representation d under this h	nments, I repagree that this n provided; n, or have fanealth risk as	present that is health risk iled to disclo	they are true assessment ose or have
authorize any health care provider to release Systems and affiliates when reasonably relate aw or regulation requires additional authorizate authorization. I lurther agree upon request to fooverage.	d to the cover ion for releas	rage for which e of medical	th I have appreciately the cords, I was	plied. If any vill give this
☐ I agree with above statements; Signature of Applicant/Parent/Guardian			_Date	
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Form W-4 (2009)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding, If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2009 expires February 16, 2010. See Pub, 505, Tax Withholding and Estimated Tax. Note. You cannot claim exemption from withholding if (a) your income exceeds \$950 and includes more than \$300 of uncamed income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tex return.

Basic instructions. If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earney/multiple to situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you may claim head of household filing status on your tex return only if you are unmaried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in flguring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below, See Pub, 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage Income, if you have a large amount of nonwage income, such as interest or

dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annulty income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple lobs. If you have a working spouse or more than one lob, figure the total number of allowances you are entitled to claim on all lobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

Nonresident alien, If you are a nonresident alien, see the instructions for Form 8233 before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2009. See Pub. 919, especially if your earnings exceed \$180,000 (Single) or \$180,000 (Married).

120

inc	пооте, от (Мо-еяте/илишре роз впишиоте;						
_	Personal Allowances Worksheet (Keep for your records.)	<u> </u>					
A	A Enter "1" for yourself if no one else can claim you as a dependent,	Α					
	You are single and have only one job; or						
В	B Enter "1" if: \ • You are married, have only one job, and your spouse does not work; or \ \ .	В					
	• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.						
С	C Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or						
•	more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C					
D	10 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	D					
E	and the control of th	E					
F	Enter "1" if you have at least \$1,800 of child or dependent care expenses for which you plan to claim a credit , , , F						
•	(Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)						
G	G Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.	٠.					
-	• If your total income will be less than \$61,000 (\$90,000 if manied), enter "2" for each eligible child; then less "1" if you have three or more eligible child.	kiren.					
	If your total income will be between \$81,000 and \$84,000 (\$90,000 and \$119,000 if married), enter "1" for each eligible						
	child plus "1" additional if you have six or more eligible children.	G					
Н	H Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ►						
	For accuracy, / • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the De	ductions					
	complete all and Adjustments Worksheet on page 2.	. L					
	worksheets If you have more than one job or are married and you and your spouse both work and the combined earnings from all just that apply. \$40,000 (\$25,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax we	hhhaid Bhhaid					
	that apply. \$40,000 (\$25,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax we find neither of the above aituations applies, stop here and enter the number from line H on line 5 of Form V	V-4 below.					
٠.	Cut here and give Form W-4 to your employer, Keep the top part for your records.						
	M-A Employee's Withholding Allowance Certificate OMB	No. 1545-0074					
	Form Will The Whether you are entitled to stall a contain number of allowances or examption from withholding is	กกด					
	Department of the Treasury Internal Revenue Service subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.	900					
†	f Type or print your first name and milddle initial. Last name 2 Your social security	number					
	Home address (number and street or rural route) 3 Single Married Married, but withhold at higher s	Single rate.					
	No is. If married, but legally separated, or spouse is a ronvesident often, check the	re "Simple" box.					
	City or town, state, and ZIP code 1. If your last name differs from that shown on your social is	ecurity card,					
	chack here, You must call 1-800-772-1213 for a replacement	t card. 🕨 🗌					
 5	5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) 5						
6							
,	7 I claim exemption from withholding for 2009, and I certify that I meet both of the following conditions for exemption	FAMILY SUBSE					
	7 I claim exemption from withholding for 2009, and I certify that I mest both of the following conditions for exemption. • Lest year I had a right to a refund of all federal income tax withheld because I had no tax liability and						
	• Lest year I had a right to a refund of all federal income tax withheld because I had no tax liability and						
	Lest year I had a right to a refund of all federal income tax withheld because I had no tax liability and This year I expect a refund of all federal income tax withheld because I expect to have no tax liability.						
Un	Lest year I had a right to a refund of all federal income tax withheld because I had no tax liability and This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here						
	Lest year I had a right to a refund of all federal income tax withheld because I had no tax liability and This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here. Under ponalities of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.						
Еп	Lest year I had a right to a refund of all federal income tax withheld because I had no tax liability and This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here. Under possible of perfury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete. Employee's signature						
En (Fo	Lest year I had a right to a refund of all federal income tax withheld because I had no tax liability end This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here Under ponalities of perfury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete. Employee's signature (Form is not valid unless you sign it.) Pato ▶	n number (FIV)					
En (Fo	Lest year I had a right to a refund of all federal income tax withheld because I had no tax liability end This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here. Under ponalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete. Employee's algorithm. Pato Pato B Employer's name and address (Employer, Complete lines 8 and 10 only if sending to the IRS.) 9 Office code (optional) 10 Employer identification.	a number (EW)					

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Form \	W-4 (2009)			Page 2
	Deductions and Adjustments Worksheet			
Nate 1	e. Use this worksheet only if you plan to itemize deductions, claim certain credits, adjustments to income, or an adding Enter an estimate of your 2009 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions. (For 2009, you may have to reduce your itemized deductions if your income.)	tlonal	standard o	deduction
	is over \$166,800 (\$83,400 if married filling separately). See Worksheet 2 in Pub. 919 for details.)	1	<u>\$</u>	
2	\$11,400 If married filling jointly or qualifying widow(er) \$ 8,350 if head of household \$ 5,700 if head of household	2	\$	
	(\$ 5,700 if single or manted filing separately) Subtract line 2 from line 1, if zero or less, enter "-0-"	3	\$.	
	Enter an estimate of your 2009 adjustments to income and any additional standard deduction, (Pub. 919)	4	ф •	
	Add lines 3 and 4 and enter the total. (Include any amount for credits from Worksheet 8 in Pub. 919.)	5	ф Ф	
	Enter an estimate of your 2009 honwage income (such as dividends or Interest)	6	<u>\$</u>	
	Subtract line 6 from line 5. If zero or less, enter "-0-"	7	D	
	Divide the amount on line 7 by \$3,500 and enter the result here. Drop any fraction	8		
	Enter the number from the Personal Allowances Worksheet, line H, page 1	9		
	Add lines 8 and 9 and enter the total here. If you plan to use the Two-Earners/Multiple Jobs Worksheet, also enter this total on line 1 below. Otherwise, stop here and enter this total on Form W-4, line 5, page 1	10		
	Two-Earners/Multiple Jobs Worksheet (See Two earners or multiple jobs on p	age	1.)	
Note	e. Use this worksheet only if the instructions under line H on page 1 direct you here,		,	

	Two-Earners/Multiple Jobs Worksheet	(See I wo earners or multiple jobs on p	age	1.)
ĺ	Use this worksheet only if the instructions under line H on part the number from line H, page 1 (or from line 10 above if you used		1	
1	d the number in Table 1 below that applies to the LOWEST are married filing jointly and wages from the highest paying	, , , , , , , , , , , , , , , , , , , ,		
tha	ın "3."		2	
3. If I	ine 1 is more than or equal to line 2, subtract line 2 from	line 1. Enter the result here (if zero, enter		
	I-") and on Form W-4, line 5, page 1. Do not use the rest o		.3	
	f line 1 is less than line 2, enter "-0-" on Form W-4, line 5	, page 1. Complete lines 4-9 below to calcu	late	the additional
' '	withholding amount necessary to avoid a year-and tax bill.			
4 En	ter the number from line 2 of this worksheet	4	•	
5 En	ter the number from line 1 of this worksheet		-	,
6 Su	btract line 5 from line 4	,	6	
7 Fln	d the amount in Table 2 below that applies to the HIGHES	T paying job and enter it here	7	\$
8 Mt	offiphy line 7 by line 8 and enter the result here. This is the a	additional annual withholding needed	8	\$
	ide line 8 by the number of pay periods remaining in 2009.			
	bry two weeks and you complete this form in December 200			· ·
line	6, page 1. This is the additional amount to be withheld fro		9	\$
	Table 1	Table 7		1

	Tab	le 1		Table 2			
Married Filing	Jointly	All Other	\$	Married Filing Jointly		All Others	
If wages from LOWEST paying job are-	Enter on line 2 above	H wages from LOWEST paying job aro-	Enter on line 2 above	If wages from HIGHEST paying Job sie	Enter on line 7 above	If wages from HIGHEST paying Job are—	Enter on line 7 above
\$0 - \$4,500 4,501 - 9,000 9,001 - 18,000 18,001 - 22,000 22,001 - 28,000 26,001 - 32,000 32,001 - 38,000 38,001 - 46,000 48,001 - 55,000 55,001 - 60,000 60,001 - 85,000 75,001 - 95,000 95,001 - 105,000 105,001 - 105,000 105,001 - 120,000 120,001 and over	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	\$0 - \$6,000 B,001 - 12,000 12,001 - 19,000 19,001 - 26,000 28,001 - 35,000 35,001 - 50,000 50,001 - 80,000 65,001 - 80,000 60,001 - 90,000 90,001 - 120,000 120,001 and over	0 1 2 3 4 5 6 7 8 9	\$0 - \$85,000 65,001 - 120,000 120,001 - 185,000 185,001 - 330,000 330,001 and over	\$550 910 1,020 1,200 1,280	\$0 - \$35,000 35,001 - 90,000 90,001 - 165,000 185,001 - 370,000 370,001 and over	\$550 910 1,020 1,200 1,200 1,280

Privacy Act and Paperwork Roduction Act Notice. We sak tor the Information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3402(f)(2)(A) and 8109 and their regulations. Failure to provide a properly completed form will result in your being treated as a single person who dains no withholding allowances; providing fraudulent information may also subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, the District of Columbia, and U.S. commonwealths and possosaions for use in administering their tax laws, and using it in the Netional Directory of Now Hilres. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontex criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OM8 control number. Books or records relating to a form or its instructions must be retained as long as their contents may become meterial in the administration of any internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will very depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



Instructions

Please read all instructions carefully before completing this form.

Anti-Discrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents presented have a future expiration date may also constitute illegal discrimination.

What Is the Purpose of This Form?

The purpose of this form is to document that each new employee (both citizen and non-citizen) hired after November 6, 1986 is authorized to work in the United States.

When Should the Form I-9 Be Used?

All employees, citizens and noncitizens, hired after November 6, 1986 and working in the United States must complete a Form 1-9.

Filling Out the Form I-9

Section 1, Employee: This part of the form must be completed at the time of hire, which is the actual beginning of employment. Providing the Social Security number is voluntary, except for employees hired by employers participating in the USCIS Electronic Employment Eligibility Verification Program (E-Verify). The employer is responsible for ensuring that Section 1 is timely and properly completed.

Preparer/Translator Certification. The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section 1 personally.

Section 2, Employer: For the purpose of completing this form, the term "employer" means all employers including those recruiters and referrers for a fee who are agricultural associations, agricultural employers or farm labor contractors. Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required

document(s) within three business days, they must present a receipt for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. Employers must record;

- 1. Document title;
- 2. Issuing authority;
- 3. Document number:
- 4. Expiration date, if any; and
- 5. The date employment begins.

Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the Form I-9. However, employers are still responsible for completing and retaining the Form I-9.

Section 3, Updating and Reverification: Employers must complete Section 3 when updating and/or reverifying the Form I-9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers CANNOT specify which document(s) they will accept from an employee.

- A. If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- B. If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- C. If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B and:
 - Examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C);
 - Record the document title, document number and expiration date (if any) in Block C, and
 - 3. Complete the signature block.



What Is the Filing Fee?

There is no associated filing fee for completing the Form I-9. This form is not filed with USCIS or any government agency. The Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the Privacy Act Notice below.

USCIS Forms and Information

To order USCIS forms, call our toll-free number at 1-800-870-3676, individuals can also get USCIS forms and information on immigration laws, regulations and procedures by telephoning our National Customer Service Center at 1-800-375-5283 or visiting our internet website at www.uscis.gov.

Photocopying and Retaining the Form I-9

A blank Form I-9 may be reproduced, provided both sides are copied. The instructions must be available to all employees completing this form. Employers must retain completed Forms I-9 for three (3) years after the date of hire or one (1) year after the date employment ends, whichever is later.

The Form I-9 may be signed and retained electronically, as authorized in Department of Homeland Security regulations at 8 CFR § 274a.2.

Privacy Act Notice

The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of U.S. Immigration and Customs Enforcement, Department of Labor and Office of Special Counsel for Immigration Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

Paperwork Reduction Act

We try to create forms and instructions that are accurate, can be easily understood and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: 1) learning about this form, and completing the form, 9 minutes; 2) assembling and filing (recordkeeping) the form, 3 minutes, for an average of 12 minutes per response. If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to: U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenuc, N.W., 3rd Floor, Suite 3008, Washington, DC 20529. OMB No. 1615-0047.





Please read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

	nd Astincation 10	be completed and s	gned by employe	ee at the time employment begins.
Print Name: Lust	. Pirst		Middle Initial	Maiden Name
Address (Street Name and Number)			Apt, #	Date of Birth (month/day/year)
City	Starç		Zíp Cude	Social Security #
I am aware that federal law provid imprisonment and/or fines for false use of false documents in connectio completion of this form.	e statements or	A citizen or nat	onal of the United St nent resident (Allen # zed to work until	
Preparer and/or Translator Certifi penalty of perjury, that I have assisted in the c Preparer's/Translator's Signature			nowledge the informa	
Address (Street Name and Number,	City, State, Zip Code)	:		Date (month/day/year)
Section 2: Employer Review and Vo examine one document from List B a expiration date, if any, of the docume	nd one from List C, ent(s).	as listed on the rove	rse of this form,	and record the title, number and
List A Document title:	OR	List B	. A <u>N</u> J	<u>D</u> List C
Issuing authority:				
Document #;				
			-	
Expiration Dato (if any):				
Document #: Expiration Date (if ary):				· .
CERTIFICATION - I attest, under per the above-listed document(s) appear to (month/day/year) and employment agencies may omit the dat	be genuine and to re that to the best of m	iste to the employee i y knowledge the emp	named, that the en	ented by the above-named employee, th nployee began employment on work in the United States. (State
Signature of Employer or Authorized Represer	ntative Print P	lame		Title
and the second s	l			
Business or Oceanization Name and Address 6	Sirket Name and Number	City, State, Zin Code)		Date (month/dus/war)
			le. FY, 3222	Date (month/duy/year)
Depawix, 11111-70 San Jos	e Blvd.,Ste 3	06, Jacksonvil		
Depawix, 11111-70 San Jos Section 3. Updating and Reverifica	e Blvd.,Ste 3	06, Jacksonvil	ployer.	3
Depawix, 11111-70 San Jos Section 3. Updating and Reverifica	e Blvd.,Ste 3	06, Jacksonvil	ployer.	
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Business or Organization Name and Address & Depawix, 1111170 San Jos Section 3. Updating and Reverifica A. New Name (if applicable) C. If employee's previous grant of work authoropocument Title: I attest, under penalty of perjury, that to the document(s) I have examin	e Blvd., Ste 3 stion. To be completed rivation has expired, prove e best of my knowledge,	ed and signed by emitted the information below Document#:	B. Date of y for the document the	Rehire (month/day/year) (if applicable) at establishes current employment eligibility, Expiration Date (if any):

LISTS OF ACCEPTABLE DOCUMENTS

LIST B

LIST C

	Documents that Establish Both Identity and Employment Eligibility	OR	Documents that Establish Identity	מא.	Documents that Establish Employment Eligibility
1.	U.S. Passport (unexpired or expired)	1.			U.S. Social Security card issued by the Social Security Administration (other than a curd stating it is not valid for employment)
2.	Permanent Resident Card or Alien Registration Receipt Card (Form I-551)	2.	ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address	2.	Certification of Birth Abroad issued by the Department of State (Farm FS-545 or Form DS-1350)
3.	An unexpired foreign passport with a temporary 1-551 stamp	3.	School ID card with a photograph	3.	Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
4,	An unexpired Employment Authorization Document that contains	4.	Voter's registration card	4.	Native American tribal document
	a photograph (Form I-766, 1-688, 1-688A, 1-688B)	5.	U.S. Military card or draft record	5,	U.S. Citizen 1D Card (Form 1-197)
5.	An unexpired foreign passport with	6.	Military dependent's ID card	6.	ID Card for use of Resident
	an unexpired Arrival-Departure Record, Form I-94, bearing the same name as the passport and containing	7.	U.S. Coast Guard Merchant Mariner Card		Citizen in the United States (Form 1-179)
	an endorsement of the alien's nonimmigrant status, if that status	8.	Native American tribal document	7.	Unexpired employment
	authorizes the alien to work for the employer	9.	Driver's license issued by a Canadian government authority		authorization document issued by DHS (other than those listed under List A)
			For persons under age 18 who are unable to present a document listed above:		
		10	. School record or report card		
		11	. Clinic, doctor or hospital record		
		12	Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)





Discover Card Statement Ending June 18, 2009

Minimum Payment Due Statement Balance Payment Due Date	man de participa estada que de se comencia de la c	July 13, 2009
Account Summary		
Previous Balance	\$	
Payments and Credits	- \$	
Purchases	+ \$	
Cash Advances ,	+ \$	
Balance Transfers	+ \$	
Finance Charges	+ \$	
Statement Balance @	= \$	
Credit Limit	\$.	
Credit Available	\$	
Cash Credit Limit	\$	
Cash Credit Available	\$	

Please make check payable to Discover Card or pay online @ Discovercard.com.

Cashback Bonus Summary

Opening Balance	\$		I
New Cashback Bonus this Period			
5% Cashback Bonus	+ \$		
ShopDiscover & Promotional	+ \$		
Everywhere Else	+ \$		
Redeemed this Period 🤀	\$		
Cashback Bonus Balance 🦁	= \$	1	

Transactions

Trans. Date *	Post Date	Description	Amount	Category
05/26/09	05/26/09	PECK AND PECK 678-6084415 GA	\$ 355.04	Merchandise/ Retail
05/2				
05/2				the party of the p
- Andrew Comments of				market angur angur a
7 06/				
06/				
06/6				States and Arrest con
06/9				
06/				entage up to
				-
) 06/				

CONGRATULATIONS! Your Cashback Bonus(R) is waiting for you. Visit Discover.com or call 1-800-DISCOVER (1-800-347-2683) to redeem.





Activity Since June 18, 2009 (Your Last Statement)

Transactions

Trans. Date ~	Post Date	Description	Amount	Category
06/17/09	06/19/09	PECK AND PECK 678-6084415 GA	\$ 230.04	Merchandise/ Retail
				-con-

© 2009 Discover Bank, Member FDIC.

Smart Services

3577 Chamblee Tucker Rd, A-269 Atlanta, GA 30341



Date	Invoice#
7/15/2009	00522

Bill To	
A STATE OF THE PARTY OF THE PAR	

	(Description	•			Am	nount	
Green Cross placement fee								230.04
						•	•	
•					ŀ			
							•	
				•				
		•	•					
•					ļ			
yments will be withdrawn o	on the 15th of the mo	nth.			Total			\$230.04



						· ·						
	DEP01118	4/1/2009			Maitlano	FL	7/18/1946					
	DEP01103	2/1/2009	1	:	Orlando	FL	9/25/1960					
	DEP01103	2/1/2009	h.	1	Orlando	FL	3/18/1964					
	DEP01119	4/1/2009	1		Orlando	FL	7/28/1949					
	DEP01119	4/1/2009	2		Orlando	FL	10/23/1957	$\overline{}$				
	DEP01119	4/1/2009	11		Orlando	FL	5/28/1996					
	DEP01171	6/1/2009				FL	10/29/1964		Carynne Marter	1		
	DEP01120	4/15/2009			Altomonte Sp		4/30/1954					
	DEP01120	4/15/2009			Altomonte Sp		11/27/1954				}	
	DEP01120	4/15/2009			Altomonte Sp		6/16/1990		Davi Morton			
	DEP01268	7/1/2009				FL	5/26/1958		Paul Morton			
	DEP10402	5/1/2009			Deltona	FL	6/3/1965		Josh Levy			
	DEP01253	7/1/2009	1.0		Winter Park	FL			Carynne Marter			
	DEP01137	4/15/2009			Lake Mary	FL	5/27/1953		Josh Levy			
	DEP01137	4/15/2009		1	Lake Mary	FL			Josh Levy Josh Levy			
	DEP01137	4/15/2009	\		Lake Mary	FL	7/15/1993		Josh Levy			
	DEP01170	5/1/2009			Orlando	FL		_	Josh Levy			
	DEP01170	5/1/2009	ŧ.	<u> </u>	Orlando	FL			Carynne Marter	<u> </u>		
	DEP01163	5/1/2009			Oriando	FL			Josh Levy	<u>'</u>		
	DEP01193	5/15/2009	:	3	Clermont	FL	10/16/1989					
	DEP01193	5/15/2009		-	Clermont	FL			Josh Levy			
	DEP01257	6/15/2009	<u></u>		Clermont	FL			Josh Levy		<u> </u>	
	DEP01257	6/15/2009		4	Clermont	FL,			Josh Levy			
	DEP01257	6/15/2009	1	[Clermont	FL	8/28/2004		Josh Levy			
	DEP01257	6/15/2009		1	Santa Rosa E				Peter Hinch			:
	DEP01213	6/1/2009			Santa Rosa E			_	Peter Hinch		1	
	DEP01213	6/1/2009			Santa Rosa B				Peter Hinch			
	DEP01213	6/1/2009	-		Santa Rosa E		9/29/1999		Peter Hinch			
	DEP01213 DEP01213	6/1/2009			Santa Rosa E				Peter Hinch			
	DEP01213	4/1/2009			Kissimmee	FL	1/25/1956		Josh Levy]	
	DEP01126	5/10/2009	<u> </u>		Jacksonville	FL	3/3/1992	F	House			
	DEP01131	7/1/2009	À		Orlando	FL	4/29/1974	F	Carynne Marter	1		
•	DEP01179	- 5/15/2009	-	'	Kissimmee	FL	5/26/1950	M	Josh Levy			•
	DEP01179	5/15/2009			Kissimmee	FL	7/22/1993		Josh Levy			
	DEP01180	5/15/2009	1		Kissimmee	FL	8/6/1982		Josh Levy]	•
	DEP01266	7/1/2009			Tampa	FL.	5/1/1964	M	Dave Albero			
	DEP01038	11/1/2007	•		Orlando .	FL	02-08-1957				,	
	DEP01229	7/1/2009			Tampa	FL			Joe Giacalone			
	DEP01082	4/1/2008	7		Ocala	FL	10/28/1946	F				
	DEP01250	6/15/2009	.[Winter Park	FL	9/26/1985	M	Matthew Perrin			
	DEP01214	6/1/2009	Ų.		Orlando	FL			Carynne Marter			
	DEP01262	7/1/2009			Orlando	FL			Matthew Perrin			
	DEP01119	4/1/2009			Orlando	FL	8/3/1989					
	DEP01157	5/1/2009			Orlando	FL	6/4/1966	M	Josh Levy			
	DEP01280	7/1/2009			Orlando	FL			Carynne Marter		{	,
	DEP01152	4/15/2009				FL			Matthew Perrin			
	DEP01152	4/15/2009			1	FL			Matthew Perrin	,		
	DEP01138	4/1/2009			Belleview	FL			Steve Ricke			
	DEP01101	2/1/2009	į.		Ft. Lauderdal		2/7/1947		} -			
	DEP01101	2/1/2009			Ft. Lauderdal		2/25/1957				1	
	DEP01101	2/1/2009			Ft. Lauderdal		3/31/1989				1	
	DEP01101	2/1/2009			Ft. Lauderdal		9/6/1985		Capinas Mada		1	
	DEP01242	7/1/2009			Sanford	FL			Carynne Marter		1	
	DEP01140	4/1/2009				FL			Donna Bradley			
	DEP01150	4/15/2009			Destin	FL			Peter Hinch		1	
	DEP01129	4/1/2009	7	Ŀ	Grand Island				Josh Levy			
	DEP01114	4/1/2009			Windermere				Josh Levy		1	
	DEP01114	4/1/2009	- 4	1	Windermere	(F)	i 8/12/1971	H	Josh Levy		1	

		-					_	
DEP01183	5/15/2009		-	Orlando	FL	2/12/2006		Josh Levy
DEP01005	10/1/2007			Boca Raton	FL	3/11/1950		
DEP01241	6/15/2009	7		Orlando	FL	7/11/1968		
DEP01241	6/15/2009			Orlando	FL		_	Josh Levy
DEP01241	6/15/2009			Orlando	FL			Josh Levy
DEP01276	7/1/2009				FL			Bill Stevenson
福度中心资产 。	4900	_	7.	Sale Pad Co.	754			policy disposed
DEP01240	7/1/2009			Ocala	FL			Latrella Smith
DEP01240	7/1/2009			Ocala	FL			Latrella Smith
DEP01188	6/1/2009			Hollywood	FL			John Micalizio
DEP01188	6/1/2009			Hollywood	FL			John Micalizio
DEP01188	6/1/2009			Hollywood	FL			John Micalizio
DEP01188	6/1/2009			Hollywood	FL			John Micalizio
DEP01215	6/1/20091		la la	Palm Coast	FL			Larry J Klein
West 1885	30,2007		2:					Walter to
DEP01205	6/1/2009			Orlando	FL	4/22/1956		
DEP01205 ·	6/1/2009			Orlando	FL	8/24/1950		Josh Levy
DEP01046	3/15/2008			Hollywood	FL	07/30/1953		
DEP01100	1/1/2009			Boyton Beach	_	4/15/1967		
DEP01100	1/1/2009			Boyton Beach		3/28/1966		-
DEP01263	· 7/1/2009	:[0]		S Ponte Vedr				Steven Krebs
DEP01263	7/1/2009			S Ponte Vedr				Steven Krebs
DEP01263	7/1/2009			S Ponte Vedr				Slevell Aleus
DEP01130	4/1/2009			Kissimmee	FL			Josh Levy
DEP01130	4/1/2009			Kissimmee	FL	11/15/1950	_	Josh Levy
DEP01131 .	4/1/2009			Kissimmee	FL	5/12/1985	_	ļ
DEP01116	4/1/2009			Clermont	FL	10/25/1948		Josh Levy
DEP01233	6/15/2009			Clermont	FL	10/21/1959		John Micalizio
DEP01233	6/15/2009		-	Clermont	FL			John Micalizio
DEP01233	6/15/2009		1	Clermont	FL	3/22/1989		John Micalizio
DEP01233	6/15/2009			Clermont	FL			John Micalizio
DEP01192	6/1/2009	<u> </u>		Mims	FL			Josh Levy
DEP01198	6/1/2009			Edgewater	FL	11/18/1975		Josh Levy
DEP01198	6/1/2009			Edgewater	FL FL			Josh Levy
DEP01198	6/1/2009		-	Edgewater	FL			Josh Levy
DEP01178	5/15/2009			St Cloud Oviedo	FL		_	Josh Levy
DEP01153	4/15/2009		-	Oviedo	FL	11/22/1965	-	
DEP01153	4/15/2009		-	Oviedo	FL			Josh Levy
DEP01153	4/15/2009		-	Oviedo	FL			Josh Levy
DEP01153	4/15/2009	1	-	Tallahassee	FL			Neil Casey
DEP01160	5/1/2009	-			FL			Neil Casey
DEP01160	5/1/2009	_	-	Sanford		14 MOVAVA 97/6		
DEP01287	6/15/2009	-	-	Sanford				
DEP01287	6/15/2009		-	Sanford	FL	The Automot	F	Josh Levy
DEP01287	6/15/2009			Sanford	FL	(4) (005 (4) (4)	F	Josh Levy
DEP01287	6/15/2009 4/1/2009			Apopka	FL	11/25/1945	M	Josh Levy
DEP01134	4/1/2009	-		Apopka	FL	. 6/29/1946		
DEP01134	4/1/2003			State of the second	11	Addit the		MR THE .
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DEP01167	5/1/2009	· ***	-	St. Cloud	FL	12/20/1955		
DEP01107	7/1/2009		~	1	FL			Marc Manuel
DEP01279	7/1/2009		-	Windermere	FL			Marc Manuel
DEP012/9	7/1/2009			New Smyrna			_	Josh Levy
DEP01200	All and the second second	to	:	A relation				"科技教育
DEP01093	9/1/2008		1	Alt. Sp.	FL	11/19/1946		
DEP01093	5/1/2009			Sanford	FL			Josh Levy
DEP01100	7/1/2009	-		Lakeland	FL			Dave Albero
	7/1/2009	لاد) هور		Lakeland	FL			Dave Albero
DEP01271	11112009							· · · · · · · · · · · · · · · · · · ·



DEP01271	7/1/2009		Lakeland	FL	12/10/199		Dave Albero .
DEP01271	7/1/2009		a Lakeland	FL			Dave Albero
April 1985			(1) [MESSA] (1) (1)				
DEP01252	7/1/2009		Orlando	FL			Carynne Marten
DEP01113	3/15/2009		Altamonte S	-			Cornerstone America
DEP01138	4/1/2009		Belleview	FL			Steve Ricke
DEP01149	4/15/2009		Orlando	FL			Carynne Marten
DEP01123	4/15/2009		Sanford	FL	9/5/1963		
DEP01123	4/15/2009		Sanford	FL	10/12/1963		
DEP01216	6/1/2009		West Palm B	FL			John Micalizio .
Solem Edition	S. 1. 18 1. 14		in the Maring	N.			open word to
DEP01183	5/15/2009		Orlando	FL	6/15/1972	F	Josh Levy
DEP01146	4/15/2009		Daytona Bea	∮FL_	8/23/1947	F	Carynne Marten
DEP01124	4/1/2009		The Villages	FL	11/14/1958	F	
DEP01195	6/1/2009		Clermont	FL	6/24/1967	F	Josh Levy
DEP01195	6/1/2009		Clermont	FL	5/22/1964	M	Josh Levy
DEP01195	6/1/2009		Clermont	FL	8/1/1998	F	Josh Levy
DEP01206	6/1/2009	· 1	Titusville	FL	3/2/1975	M	Josh Levy .
DEP01187	6/1/2009		Oviedo	FL.	7/17/1972	F	Josh Levy
DEP01144	4/15/2009		Winter Garde	FL	5/25/1961	F	Carynne Marten
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DEP01251	7/1/2009		Brandon	FL	12/13/1944	F	Joe Giacalone
DEP01223	6/15/2009		Kissimmee	FL	9/18/1961	M	Josh Levy
DEP01223	6/15/2009		Kissimmee	FL	7/4/1947	F	Josh Levy
DEP01158	5/1/2009		Orlando	FL	12/2/1958	М	Carynne Marten
DEP10403	5/1/2009		Deltona	FL	5/26/1955	F	Josh Levy
DEP01204	6/1/2009		Edgewater	FL	8/18/1953	М	Josh Levy
DEP01242	7/1/2009		Sanford	FL	4/28/1997	М	Carynne Marten
DEP01270	7/1/2009		Deltona	FL	10/18/1970	F	Josh Levy
DEP01270	7/1/2009		Deltona	FL	11/6/1970	M	Josh Levy
DEP01181	5/15/2009		Royal Palm B	FL	3/13/1963	F	Marty Maragni
DEP01181	5/15/2009		Royal Palm B	FL	7/22/1992	M	Marty Maragni
DEP01181	5/15/2009		Royal Palm B	FL	2/1/1995	М	Marty Maragni
DEP01186	5/15/2009		Royal Palm B	FL	4/11/1990	M	Marty Maragni
DEP01261	7/1/2009		Delray Beach	FL	1/22/1972	f	John Micalizio
DEP01261	7/1/2009		Delray Beach	FL	9/18/1996	M	John Micalizio
DEP01115	3/15/2009		Boyton Beach	FL	8/28/1963	М	John Micalizio
DEP01115	3/15/2009		Boyton Beach	FL	3/25/1960	F	
	Tabletidija.				1947 Million		
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DEP01199	6/1/2009		Mims	FL	3/24/1992	М	Josh Levy
DEP01092	9/15/2008	inte	Orlando	FL			
DEP01258	7/1/2009		Bradenton	FL	9/30/1946	F	Joe Giacalone
DEP01185	6/1/2009		Jacksonville	FL	9/2/1948	M	Steve Rickie
DEP01185	6/1/2009		and the second s	FL			Steve Rickie
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DEP01187	6/1/2009			FL	4/11/2009	M,	Josh Levy
DEP01187	6/1/2009		Oviedo	FL	4/18/2006	М,	Josh Levy
DEP01235	7/1/2009		Deiray Beach	FL	5/20/1958	M	Martin Maragni
DEP01235	7/1/2009		Deiray Beach	FL	11/24/1954	F	Martin Maragni
DEP01235	7/1/2009		Delray Beach	FL	6/2/1988	F	Martin Maragni
DEP01235	7/1/2009		Delray Beach I	FL	6/16/1995	=	Martin Maragni
DEP01236	7/1/2009		Nokomis I	L	10/11/1963		Dave Albero
DEP01236	7/1/2009		Nokomis I	=[11/21/1954	_	Dave Albero
DEP01236	7/1/2009		Nokomis F		1/11/1991	_	Dave Albero
EP01236	7/1/2009			-L			Dave Albero
EP01236	7/1/2009			-[9/29/1997		Dave Albero
EP01236	7/1/2009	•			6/6/1999	-	Dave Albero
EP01127	4/1/2009	; 🗂			4/6/1947	-	
/LFULIZ/ }	4/1/2005	B b	TOTIATIOO IT	_	4/0/194/	VI J	JUSH LEVY

DEP01127	4/1/2009		THE RESERVE	Orlando	FL	8/17/196	3/F	Josh Levy	
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DEP01282	7/1/2009			Boca Rator				John Micaliz	
Wast Alle				ं अभिनेत्र वेद्यास्थानिक		P. D. Harryan		+ 21	
DEP01202	7/1/2009			Titusville	FL			Josh Levy	
DEP01202	7/1/2009	· .		Titusville	FL			Josh Levy	<u> </u>
DEP01249	7/1/2009			Lake Worth	-			John Micaliz	io
DEP01071	10/1/2007			Pembroke F		12/04/194			
DEP01071	10/1/2007			Pembroke f		2/26/194			<u> </u>
DEP01221	6/1/2009		1	Palm Coast				Brett Nouche	
DEP01221	6/1/2009			Palm Coast				Brett Nouche	er
DEP01150	4/15/2009	1		Destin	FL			Peter Hinch	
DEP01150	4/15/2009			Destin	FL			Peter Hinch	1
DEP01246	7/1/2009			Kissimmee	FL	10/17/195	-	Josh Levy	ļ
DEP01246	7/1/2009		F	Kissimmee	FL			Josh Levy	
DEP01255	7/1/2009	1		Clermont	FL	10/9/1954	_	Josh Levy	
DEP01242	7/1/2009			Sanford	FL	8/29/1966	-	Carynne Mar	
DEP01242	7/1/2009	1	-	Sanford	FL			Carynne Mar	len ·
DEP01218	6/1/2009		4	Coral Gable				Peter Hinch	
DEP01218	6/1/2009			Coral Gable	SIFL	7/15/1972		Peter Hinch	
								14) 244 866 77	
DEP01076		-		North Con-	. 4.	200 M 1 M		per Statement Prince	n
	12/1/2007			Holly Hill	FL	2/7/1962	-		
DEP01076	12/1/2007	:		Holly Hill	FL	3/28/1956			
DEP01076	12/1/2007	100		Holly Hill	FL	2/5/1995		<u> </u>	
DEP01220	6/1/2009	<u> </u>	4	Holly Hill	FL	7/14/1993	_	lash Law	
DEP01237	6/15/2009			Melbourne Orlando	FL		4-	Josh Levy .	
DEP01237	6/15/2009	-	H	Orlando	FL	7/29/1973	_	Josh Levy	
DEP01237	6/15/2009			Orlando	FL	10/22/1968		Josh Levy	
DEP01219	6/1/2009	-	-	Ormond Bea				Carynne Mart	
DEP01219	6/1/2009	\ 	-	Ormond Bea			\rightarrow	Carynne Mart	
DEP01219	6/1/2009			Ormond Bea				Carynne Mart	
DEP01219	6/1/2009) - {	- 1	Ormond Bea	4			Carynne Mart	
DEP01226	7/1/2009	-	H	St. Petersbur				Todd Meyers	
DEP01226	7/1/2009	-	- 1	St. Petersbur				Todd Meyers	
DEP01097	1/1/2009			Pionciana	FL	9/13/1945		Toda Meyers	
DEP01162	5/15/2009		i i	Арорка	FL	1/16/1966		Carynne Marte	en
DEP01162	5/15/2009	7	- 1	Apopka	FL			Carynne Marte	
EP01162	5/15/2009	7	1	Apopka	FL			Carynne Marte	
EP01231	7/1/2009			Winter Spring				Robert Hawk	
EP01239	6/15/2009	7		St. Augustine				Sleve Krebs	
EP01198	6/1/2009	1		Edgewater	FL			Josh Levy	
EP01156	5/1/2009			Longwood	FL	9/4/1970			
EP01156	5/1/2009	ī		Longwood	FL	10/29/1965		Josh Levy	
EP01156	5/1/2009	a		Longwood	FL	8/22/2004			
EP01106	3/1/2009			Winter Spring		1/30/1977			
EP01133	4/1/2009			West Palm Bo		4/21/1954	$\overline{}$	John Micalizio	
EP01133	4/1/2009	7		West Palm Be	-			John Micalizio	
EP01133	4/1/2009	Ĩ.		West Palm 8			-	John Micalizio	
EP01133	4/1/2009	Ĩ		West Palm Bo		5/6/1993	\rightarrow	lohn Micalizio	
EP01102	1/1/2009	Î		Orange Park		3/8/1968	_		
EP01145	4/15/2009	Ī			FL	3/9/1951		losh Levy	
EP01272	7/1/2009	Ī			FL			raig Beske	
34.35 A	· THE PARTY	·						Mills White	
EP01173	5/1/2009				FL	8/27/1957			
EP01173	5/1/2009	-	Sec.		FL	1/5/1975			





OFFICE OF INSURANCE REGULATION Tallahassee, Florida

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

Dated this 21th Day of August, 2009

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

Green Cross Managed Health Systems



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

1- Alking

Commissioner, Office of Insurance Regulation

EXHIBIT

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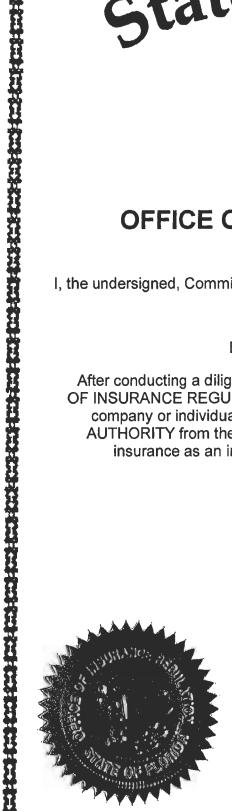
OFFICE OF INSURANCE REGULATION Tallahassee, Florida

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

Dated this 21th Day of August, 2009

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

Depawix Health Resources, Inc.



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

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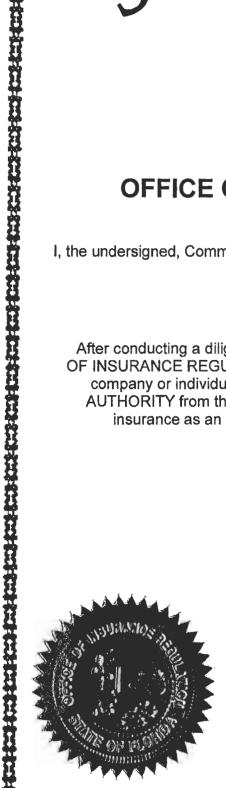
OFFICE OF INSURANCE REGULATION Tallahassee, Florida

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

Dated this 21th Day of August, 2009

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

Peck and Peck, Inc.



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

OFFICE OF INSURANCE REGULATION Tallahassee, Florida

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

Dated this 14th Day of June, 2010

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

New American Health Planning, Inc



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



OFFICE OF INSURANCE REGULATION Tallahassee, Florida

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

Dated this 14th Day of June, 2010

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

Distribution by Datagen, Inc



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