

STATE OF CONNECTICUT
INSURANCE DEPARTMENT

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IN THE MATTER OF:

HUDSON VALLEY CONSULTANTS, LLC (d/b/a/ CEO CLUB
BENEFITS); METROPOLITAN BUSINESS ALLIANCE, LLC
(d/b/a NATIONAL ASSOCIATION OF BUSINESS
LEADERSHIP, LLC); CEO CLUBS, INC.
(a/k/a CEO CLUB or CEO CLUBS); KEVIN R. DUNN

Docket No. CA-11-40

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CEASE AND DESIST ORDER

Pursuant to the provisions of Connecticut General Statutes ("Conn. Gen. Stat.") §38a-8, the Insurance Commissioner of the State of Connecticut ("Commissioner") in investigation of the activities of HUDSON VALLEY CONSULTANTS, LLC ("Hudson"); METROPOLITAN BUSINESS ALLIANCE, LLC ("MBA"); NATIONAL ASSOCIATION OF BUSINESS LEADERSHIP, LLC ("NABL"); CEO CLUB BENEFITS ("CEO Benefits"); CEO CLUBS, INC/CEO CLUB/CEO CLUBS ("CEO Club"); KEVIN R. DUNN ("KDUNN") and collectively, "Respondents") believes there is sufficient cause upon which to issue a cease and desist order ("Order"). Accordingly, the Commissioner is authorized to issue such an Order to enforce compliance with the provisions of Connecticut law, specifically Conn. Gen. Stat. §§38a-41, 38a-271 to 38a-276, inclusive, 38a-513, 38a-513d and 38a-702b.

This Order is based upon the following FINDINGS OF FACT:

1. Information and exhibits received in this office indicates that Metropolitan Business Alliance, LLC ("MBA"), a North Carolina limited liability company doing business as

National Association of Business Leadership, LLC ("NABL"), solicited and/or sold limited health benefit plans to Connecticut residents in violation of Conn. Gen. Stat. §38a-41(a) which provides in relevant part "No insurance company or health care center shall do any insurance business or health care center business within this state until and except while it is permitted to do so under the terms of a license issued by the commissioner. " There is no record that either MBA or NABL is licensed to do any insurance business in the State of Connecticut.

2. Information and exhibits received in this office indicates that MBA and NABL solicited and/or sold limited health benefit plans in violation of Conn. Gen. Stat. §38a-513, which provides "No group health insurance policy, as defined by the commissioner, or certificate shall be issued or delivered in this state unless a copy of the form for such policy or certificate has been submitted to and approved by the commissioner under the regulations adopted pursuant to this section." There is no record that either MBA or NABL filed or received approval of any such form.
3. Information and exhibits received in this office indicates that MBA and NABL solicited and/or sold limited health benefit plans in violation of Conn. Gen. Stat. §38a-513d, which provides " (b) Each group health insurance policy, subscriber contract or certificate of coverage delivered or issued for delivery in this state on or after January 1, 2008, that provides limited coverage, and any marketing material, application for coverage and enrollment material relative to such policy, contract or certificate, shall include the following statement printed in capital letters in not less than twelve-point bold face type and located in a conspicuous manner on such document: "THIS LIMITED HEALTH BENEFITS PLAN DOES NOT PROVIDE COMPREHENSIVE MEDICAL COVERAGE. IT IS A BASIC OR LIMITED BENEFITS POLICY AND IS NOT INTENDED TO COVER ALL MEDICAL EXPENSES. THIS PLAN IS NOT DESIGNED TO COVER THE COSTS OF SERIOUS OR CHRONIC ILLNESS. IT CONTAINS SPECIFIC DOLLAR LIMITS THAT

WILL BE PAID FOR MEDICAL SERVICES WHICH MAY NOT BE EXCEEDED. IF THE COST OF SERVICES EXCEEDS THOSE LIMITS, THE BENEFICIARY AND NOT THE INSURER IS RESPONSIBLE FOR PAYMENT OF THE EXCESS AMOUNTS. THE SPECIFIC DOLLAR LIMITS ARE AS FOLLOWS: (INSURER TO SPECIFY SUCH AMOUNTS)." There is no record that either MBA or NABL policies or certificates issued in Connecticut contain such requirements.

4. Information and exhibits received in this office indicates MBA and NABL solicited and/or sold and negotiated insurance in violation of Conn. Gen. Stat. §38a-702b which provides in relevant part "A person shall not sell, solicit or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority in accordance with sections 38a-702a to 38a-702r, inclusive." There is no record that either MBA or NABL has been licensed to sell health insurance in the State of Connecticut.
5. Information and exhibits received in this office indicates that Hudson Valley Consultants, LLC ("Hudson") with an address of 2 Changebridge Road, West Building Suite 203, Montville, New Jersey 07045, and doing business as CEO Club Benefits ("CEO Benefits") solicited and/or sold and negotiated insurance in violation of Conn. Gen. Stat. §38a-702b which provides in relevant part "A person shall not sell, solicit or negotiate insurance in this state for any class or classes of insurance unless the person is licensed for that line of authority in accordance with sections 38a-702a to 38a-702r, inclusive." There is no record that either Hudson or CEO Benefits has been licensed to sell health insurance in the State of Connecticut.
6. Information and exhibits received in this office indicates that Hudson and/or CEO, assisted or aided directly or indirectly in the procurement or administration of such insurance contracts and certificates issued to Connecticut consumers and pursuant to Conn. Gen. Stat. §38a-275 "If any such unauthorized insurer fails to pay any claim or loss within the provisions of such insurance contract, any person who assisted or in any

manner aided directly or indirectly in the procurement of such insurance contract shall be liable to the insured for the full amount of such claim or loss pursuant to the provisions of such insurance contract.”

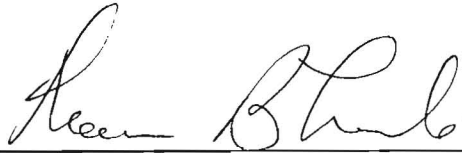
7. Information and exhibits received in this office indicates that CEO Clubs, Inc., also known as CEO Club or CEO Clubs (“CEO Club”), with an address of 15 Broad Street Suite 1120, New York, New York 10005-1972, assisted or aided directly or indirectly in the procurement or administration of such insurance contracts and certificates issued to Connecticut consumers and pursuant to Conn. Gen. Stat. §38a-275 “If any such unauthorized insurer fails to pay any claim or loss within the provisions of such insurance contract, any person who assisted or in any manner aided directly or indirectly in the procurement of such insurance contract shall be liable to the insured for the full amount of such claim or loss pursuant to the provisions of such insurance contract.”
8. Information and exhibits received in this office indicates that Kevin Dunn, with an address of 2 Changebridge Road, West Building, Suite 203, Montville, New Jersey 07045, who is President of NABL, and Managing Consultant of HVC, assisted or aided directly or indirectly in the procurement or administration of such insurance contracts and certificates issued to Connecticut consumers and pursuant to Conn. Gen. Stat. §38a-275 “If any such unauthorized insurer fails to pay any claim or loss within the provisions of such insurance contract, any person who assisted or in any manner aided directly or indirectly in the procurement of such insurance contract shall be liable to the insured for the full amount of such claim or loss pursuant to the provisions of such insurance contract.”
9. IT IS THEREFORE HEREBY ORDERED by the Commissioner that the Respondents shall IMMEDIATELY CEASE AND DESIST any and all solicitations, including internet solicitations, sales, or negotiations of health insurance or health discount programs in Connecticut and to Connecticut consumers.

IT IS FURTHER ORDERED by the Commissioner that:

- a. Respondents shall provide to the Commissioner no later than 30 days from the date of this Order a complete listing of the names and addresses of all Connecticut consumers who have enrolled in any health insurance plans offered by the Respondents including but not limited to limited benefit plans, dental plans or any other product name, trade or marketing name.
- b. Pursuant to Conn. Gen. Stat. §38a-275, any contract effective in this state and entered into by MAB and/or NABL in violation of sections 38a-271 to 38a-278, inclusive, shall be unenforceable by such unauthorized insurer. If any such unauthorized insurer fails to pay any claim or loss within the provisions of such insurance contract, any person who assisted or in any manner aided directly or indirectly in the procurement of such insurance contract shall be liable to the insured for the full amount of such claim or loss pursuant to the provisions of such insurance contract.
- c. MAB and NABL shall discharge any and all benefit obligations still outstanding for certificates to the policy issued and delivered in Connecticut to Connecticut consumers.
- d. Pursuant to section 38a-275 of the Connecticut General Statutes, Dunn, CEO Benefits, CEO Clubs, Hudson shall be liable to Connecticut consumers for the full amount of such claims or losses for which reimbursement has not been provided by MAB and/or NABL pursuant to the provisions of such insurance contract.
- e. Respondents are hereby notified that the Commissioner reserves all rights to investigate the individual actions of principals, officers, and agents of Respondents and its related entities and seek any additional remedies available under the law.
- f. Respondents are hereby notified that the Commissioner may seek civil penalties on Respondents and related entities or individuals.
- g. Respondents are hereby notified that the Commissioner reserves all rights to further modify this order as circumstances and events warrant.

- h. Respondents may request a hearing before the Commissioner, conducted pursuant to Conn. Gen. Stat. §38a-19. The hearing request shall be filed with the Commissioner within thirty (30) days after notice of this Cease and Desist Order by either delivering a written request for a hearing to the Commissioner or mailing such request to the Commissioner by certified mail, return receipt requested. If Respondents request a hearing, it is entitled to be represented by an attorney and to present evidence and argument on all issues.
- i. If no hearing is requested by Respondent, the findings of fact and conclusions of this Order shall be deemed final and conclusive with respect to all matters contained herein.

Dated at Hartford, Connecticut, this 30th day of March, 2011



Thomas B. Leonardi
Commissioner

CERTIFICATE OF MAILING

I do hereby certify that on this day I mailed, by electronic mail, a true and correct copy of the attached Cease and Desist Order to the following:

Jeffrey Bruce Gold, Esq.
Gold, Stewart, Kravatz, Benes, & Stone, LLP
1025 Old Country Road, Ste. 301
Westbury, NY 11590
jgold@goldstewart.com

as attorney to be noticed for:

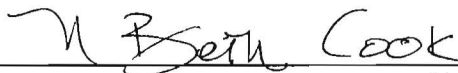
CEO Clubs, Inc
Hudson Valley Consultants, LLC
Metropolitan Business Alliance, LLC

and

I do hereby certify that on this day I mailed, by first class mail, a true and correct copy of the attached Cease and Desist Order to the following:

Kevin R. Dunn
2 Changebridge Road
West Building, Suite 203
Montville, NJ 07045

Dated this 31st day of March, 2011.



N. Beth Cook
Counsel
Connecticut Insurance Department

AMENDED CERTIFICATE OF MAILING

I do hereby certify that on this day I mailed, by first class mail, a true and correct copy of the attached Cease and Desist Order to the following:


CEO Clubs, Inc
15 Broad Street, Suite 1120
New York, New York 10005-1972

Hudson Valley Consultants, LLC
2 Changebridge Road
West Building, Suite 203
Montville, NJ 07045

Metropolitan Business Alliance, LLC (d/b/a National Association Of Business Leadership, LLC)
2 Changebridge Road
West Building, Suite 203
Montville, NJ 07045

Kevin R. Dunn
2 Changebridge Road
West Building, Suite 203
Montville, NJ 07045

Dated this 31st day of March, 2011.



N. Beth Cook
Counsel
Connecticut Insurance Department