

**BEFORE THE INSURANCE COMMISSIONER
FOR THE STATE OF DELAWARE**

IN THE MATTER OF

**CONSOLIDATED WORKERS
ASSOCIATION, INC.; WALTER R.
CECCHINI, JR.; CLAIMS AND
BENEFIT MANAGEMENT, INC.;
NATIONAL ALLIANCE OF BENEFIT
SERVICES ASSOCIATION;
BRAD WESSLER**

Docket No. 869-2008

CEASE AND DESIST ORDER

WHEREAS, Consolidated Workers Association, Inc. ("CWA") is a corporation organized under the laws of the State of Delaware with a business address of The Nemours Building, Suite 1410, 1007 Orange Street, Wilmington, Delaware 19801 and a registered agent address at 160 Greentree Drive, Suite 101, Dover, Delaware 19904;

WHEREAS, CWA is not registered or certificated as an insurer in the State of Delaware, or in any other jurisdiction in the United States of America;

WHEREAS, Walter R. Cecchini, Jr. ("Cecchini") is a resident of the State of Florida and is the owner, president and sole director of CWA, and is not licensed to sell insurance in the State of Delaware;

WHEREAS, Claims & Benefit Management, Inc. ("CBM") is a California corporation with business addresses at 6598 Pinon Court, Chino, California 91710-7448 and 6251 Schaefer Ave., Suite M, Chino Hills, California 91710;

WHEREAS, CBM is licensed as a third-party administrator in California, but is not licensed to do business in the State of Delaware;

WHEREAS, National Alliance of Benefit Services Association (“N.A.B.S.A.”), which purports to be domiciled in California, is linked to CWA through CBM and offers a medical benefits plan that it claims is not insurance and also claims to be underwritten by CWA;

WHEREAS, membership in N.A.B.S.A. is “automatic” when joining CWA and membership booklets for N.A.B.S.A. as well as CWA materials are mailed to N.A.B.S.A. members by CBM;

WHEREAS, Brad Wessler (“Wessler,” and together with CWA, Cecchini, CBM and N.A.B.S.A., “Respondents”) is a resident of the State of California, president of CBM and Managing Member of N.A.B.S.A, and is not licensed in any capacity by the Delaware Insurance Department;

WHEREAS, CWA and Cecchini market memberships in CWA through a web site and other means to individuals located throughout the United States of America, including to residents of the State of Delaware;

WHEREAS, membership in CWA includes a medical benefit plan that it claims is not insurance which provides limited specified dollar benefits to members for hospitalization, surgical procedures and doctor visits;

WHEREAS, the “membership fees” by CWA to its members varies depending on whether the membership covers an individual, a married couple or a family, and varies by level of benefits provided;

WHEREAS, CWA and Cecchini have sold CWA memberships to and collected fees from at least 12 members who are residents of the State of Delaware;

WHEREAS, CBM and Wessler provide third-party services to CWA by providing billing and eligibility, customer service, procession fulfillment kits/ID cards, and by processing payment of claims for members of CWA;

WHEREAS, Respondents are jointly and severally in violation of any or all of 18 Del. C. §§ 1703 and 2101 and, therefore, subject to such sanctions and penalties as may be imposed under Delaware law, including, but not limited to, 18 Del. C. §§ 106, 329, 2111, and 2308; and

WHEREAS, it is in the best interest of the citizens of the State of Delaware that the Delaware Department of Insurance (the "Department") enter a cease and desist order to assure that the Respondents jointly and severally comply with Delaware law, take such actions to refund payments made to it or them obtained from its or their solicitation in Delaware and to seek such other penalties as are appropriate to terminate the wrongful conduct of the Respondents.

THEREFORE, EFFECTIVE THIS 15th DAY OF JULY, 2008, IT IS ORDERED AS FOLLOWS:

1. Respondents and all their employees, officers, directors, agents, or by or through any person acting on their behalf, shall immediately cease and desist from all activities in the State of Delaware, including soliciting, marketing or proposing to make any insurance contract, taking, receiving or forwarding any application for insurance, collecting or receiving, in full or in part, any insurance premium or fees, issuing or delivering any insurance policy or other evidence of an insurance contract, publishing or disseminating any advertisement or information for insurance, or representing or assisting

any person to provide unauthorized insurance or to procure insurance from an unauthorized insurer.

2. Respondents, jointly and severally, shall notify all persons, firms, or entities marketing, selling, or distributing materials or the like on their benefit in Delaware to cease and desist from all such activities, and shall within 10 days provide written confirmation to the Department of the persons, firms, or entities so noticed along with a copy of said notice.

3. Respondents shall jointly and severally (i) promptly pay any claims for benefits made by residents of the State of Delaware payable under the terms of the health plans sold by Respondents to said Delaware residents; (ii) within 30 days, offer every Delaware resident to whom a membership has been extended the right to cancel that membership; (iii) within 45 days, refund to any person choosing to cancel his or her membership all moneys, including but not limited to all unearned premiums and enrollment fees collected directly or indirectly from said person(s) in connection with their membership, and (iv) provide written confirmation to the Department within 60 days of all payments, refunds and membership cancellations in connection with items (i), (ii) and (iii) above.

4. Within 180 days, the Respondents jointly and severally shall cancel every membership extended to any Delaware resident, and refund to each such person all moneys, including but not limited to all unearned premiums and enrollment fees, collected directly or indirectly from said person(s).

DATED this 15th day of July, 2008.

MATTHEW DENN
INSURANCE COMMISSIONER


