

STATE OF NORTH DAKOTA
BEFORE THE INSURANCE COMMISSIONER

In the Matter of)	
)	
Mail Pro Leads, LLC;)	CONSENT ORDER
)	
Direct Mail Processing, LLC; and)	CASE NO. CO-24-889
)	
RGI Data Assets, Inc. a/k/a RGI)	
Solutions.)	
)	
Respondents.)	

Insurance Commissioner Jon Godfread, hereinafter "Commissioner," has determined as follows:

1. As a result of information obtained by the North Dakota Insurance Department ("Department") regarding the conduct of Respondent Mail Pro Leads, LLC ("MPL"), the Commissioner has considered scheduling a formal hearing to determine whether MPL's conduct as alleged constitutes a basis for the imposition of a permanent Cease and Desist Order and civil penalties under North Dakota law. See N.D.C.C. §§ 26.1-01-03.1; 26.1-04-13; 26.1-26-50. As more fully described below, Respondent MPL's conduct is alleged to be in violation of Sections 26.1-26-03 and 26.1-04-03(1)-(2) of North Dakota Century Code as well as North Dakota Administrative Code Sections 45-04-10-04(1)-(2).
2. Respondent MPL is a Delaware Limited Liability Company with a principal place of business located at 2140 South Dupont HWY, Camden, Delaware 19934. MPL is not presently, and at all times relevant to this action, has never been a licensed

North Dakota business entity insurance producer. In addition, MPL is not registered with the North Dakota Secretary of State. At all times MPL relied upon a lead generator and vendor, Respondent RGI Solutions ("RGI"), to perform a Direct Mail Campaign in North Dakota in a lawful manner. MPL at no time directly solicited business within the state of North Dakota.

3. The Commissioner received information that alleges between August and September of 2022, that at least 1,223 "T-2" mailers, which are also known as "lead generators," were created and mailed by Respondent RGI to North Dakota consumers in order to assist insurance producer-clients in the marketing, advertising, and soliciting and sale of insurance products in North Dakota. At no time during this period did MPL develop or review any mailers for use within the state of North Dakota. The mailers do not disclose the appropriate information, including the purpose of the mailer, which was to sell life insurance, the affiliation of the companies noted on the mailer with licensed insurance producers, or how the consumers' information would be used once gathered.
4. On October 20, 2017, MPL entered into a written service agreement with RGI. The service agreement describes that RGI would provide "Lead Generation Services" to MPL through RGI's management of a Direct Mail campaign. The service agreement also provides that RGI will deliver to MPL all leads generated for MPL and describes the lead types as "Final Expense."
5. MPL is a liaison between (i) potential insurance policyholders who had indicated an interest in obtaining information about insurance products and (ii) insurance producers who operate wholly independently and separately from MPL and are

properly licensed as insurance producers in North Dakota. However, MPL uses lead generators to solicit business that the lead generators in turn provides the generated leads to those insurance producers.

6. RGI's website states on its main page that RGI specializes in "Insurance – Direct Mail Leads. Life Insurance & Final Expense. Medicare Supplement. T65. Mortgage Protection. Medicare Advantage."
7. RGI's website has a section under its "Knowledge Center" drop-down heading that provides a detailed two-page document named "Final Expense Sales Script" on how to follow up on the solicitation mailer card that is completed and returned by the consumer.
8. RGI is the mailing vendor that Respondent MPL utilized to distribute mailers to consumers across North Dakota.
9. MPL relied upon RGI's representation concerning its knowledge of North Dakota law regarding the mailers because MPL is not a licensed Producer in North Dakota.
10. The Commissioner has a reasonable basis to believe Respondent MPL has engaged in, is engaged in, or is about to engage in, an act or practice that violates or may lead to a violation of North Dakota Century Code section 26.1-26-03 and 26.1-04-03(1)-(2) of North Dakota Century Code as well as North Dakota Administrative Code Sections 45-04-10-04(1)-(2).
11. The Commissioner possesses the authority to impose a permanent Cease and Desist Order, assess civil penalties for violations of North Dakota insurance law, up to \$10,000.00 per violation, and make criminal complaint referrals. See N.D.C.C. §§ 26.1-01-03.1; 26.1-04-13; 26.1-26-50; 26.1-26-03.

12. Respondent MPL Acknowledges that at the time of signing the Consent to Entry of Order, it is aware of the allegations and has been advised of the right to a hearing in this matter, to consult an attorney, to present argument to the Commissioner, or Administrative Law Judge, to appeal any adverse determination after a hearing, and Respondent MPL expressly waives those rights.

13. MPL does not admit that it violated any law of North Dakota, nor did it do any business in North Dakota. Respondent MPL is represented by Barry Leigh Weissman, Attorney at Law, of Carlton Fields, LLP, 2029 Century Park East Suite 1200 Los Angeles, California 90067-2913.¹

14. By consenting to the entry of this Consent Order, Respondent MPL consents to the Commissioner's continuing jurisdiction over Respondent MPL regarding this matter and any issues which may subsequently arise related to Respondent MPL's insurance-related activities in North Dakota, including Respondent MPL's failure to comply with the terms of this Consent Order and the Commissioner's enforcement of this Consent Order.

15. There are no covenants, promises, undertakings, or understandings other than as specifically set forth in this Order.

16. For purposes of resolving this matter without further administrative proceedings,

Respondent MPL has agreed to enter into the following order.

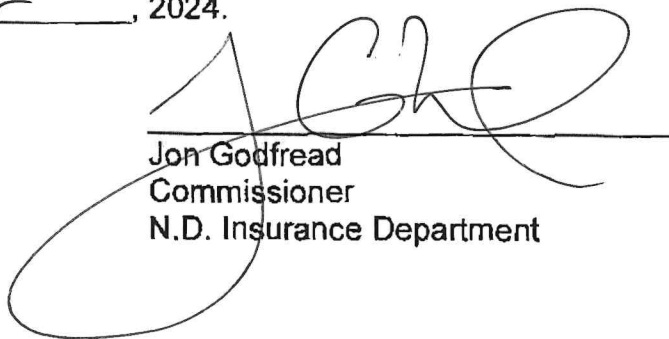
NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Commissioner has authority in this matter pursuant to N.D.C.C. § 26.1-01-03;
2. The Commissioner has jurisdiction over Respondent MPL and the subject matter of this Consent Order, and this Consent Order is made in the public interest;

¹ Mr. Weissman has represented to the Commissioner and Administrative Law Judge Hogan that he is not licensed in North Dakota.

3. The Commissioner has agreed to **VACATE** the Department's June 19, 2024 Cease and Desist Order, only as against Respondent MPL;
4. Respondent MPL, in lieu of other administrative action against it, agrees it will not do any business in North Dakota unless and until it receives a North Dakota insurance producer license;
5. In the event Respondent MPL, or any future incarnation of Respondent MPL, conducts any business in North Dakota after the effective date of this Consent Order, and prior to obtaining a North Dakota insurance producer license, Respondent MPL agrees this action is violation of this Consent Order and the Department's June 2024 Cease and Desist Order will automatically be reinstated and effective against Respondent MPL.
6. If Respondent MPL initiates business in North Dakota subsequent to entering into this Consent Order, Respondent MPL agrees this action constitutes a prima facie violation of the June 2024 Cease and Desist Order;
7. If Respondent MPL violates this Consent Order, then pursuant to N.D.C.C. § 26.1-01-03.1, Respondent MPL agrees the violation of the 2024 Cease and Desist Order automatically becomes permanent against them and waives its right to a hearing regarding the permanent Cease and Desist Order. In the event this section is invoked by the Commissioner, the Commissioner shall provide express notice to Respondent MPL and the opportunity to cease operations within 30 days. In the event Respondent MPL fails to cease operations within 30 days after express notice, agrees that the Department, in its discretion, may assess a \$10,000.00 penalty for each violation of the insurance title under N.D.C.C. 26.1-01-03.3, and waives the right to a hearing;
8. The use of this Consent Agreement shall not be used for competitive purposes by any insurance producer or agency holding a license in the State of North Dakota, or by any company holding a Certificate of Authority, or by anyone on their behalf, may be deemed unfair competition and be grounds for suspension or revocation of the license or authority; and
9. Entry of this Order shall not be reported to any state or regulatory body, as the issue in dispute is the necessity of activities requiring licensure under N.D.C.C. § 26.1-26-03.

DATED this 18th day of October, 2024.



Jon Godfread
Commissioner
N.D. Insurance Department

CONSENT TO ENTRY OF ORDER

The undersigned, Andrew Taylor, on behalf of Mail Pro Leads states that the undersigned has read the foregoing Consent Order and is authorized by the Company to consent to the entry of this order. The undersigned, on behalf of the Company, fully understands the contents and effect of the Consent Order. The Company has been advised of its right to be represented by legal counsel, to request a hearing in this matter, to present evidence and arguments to the Commissioner, and of its right to appeal from an adverse determination after hearing. By the signing of this Consent to Entry of Order the undersigned on behalf of the Company waives those rights in their entirety and consents to the entry of this Consent Order by the Insurance Commissioner and agrees to be bound by it. It is further expressly understood that this Consent Order constitutes the entire settlement agreement between the parties hereto, there being no other promises or agreements, either express or implied.

DATED this 16 day of October, 2024.

Mail Pro Leads, LLC

By: Andrew Taylor

Print Name: Andrew Taylor

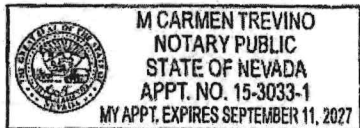
Title: Manager

State of Nevada (u)
County of Clark

Subscribed and sworn to before me this 16 day of October, 2024.

MCT
Notary Public

State of Nevada
County of Clark



My Commission Expires: September 11, 2027.