

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.)	

North Dakota Insurance Commissioner Jon Godfread (“Commissioner”), having been presented with this Consent Order approved by the North Dakota Insurance and Securities Department (“Department”), and Respondent RGI Data Assets, Inc., a/k/a RGI Solutions (“RGI”), finds and orders as follows:

Background

1. The Department issued a Cease-and-Desist Order on June 19, 2024, which alleged violations of the producer licensing statute, Section 26.1-26-03 of the North Dakota Century Code against RGI. In addition, the Department also served an Administrative Complaint, and an Amended Administrative Complaint¹, both of which alleged additional violations of prohibited practices in the business of insurance statutes as set forth in North Dakota Century Code as well as North Dakota Administrative Code.
2. RGI timely submitted a written request for a hearing and the Commissioner considered scheduling a formal evidentiary hearing to determine whether RGI’s conduct as alleged

¹ The Amended Administrative Complaint is Exhibit 1 to this Consent Order. The Amended Administrative Complaint increased the requested amount of administrative fines assessed to RGI from \$60,000.00 to \$671,500.00.

constituted 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 RGI'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). This Consent Order resolves this matter as against Respondent RGI.

Findings of Fact

3. RGI is a Georgia corporation with a principal place of business located at 1355 Terrell Mill Road, Bldg. 1482, Suite 100, Marietta, Georgia 30067. RGI has never been a licensed North Dakota business entity insurance producer under N.D.C.C. § 26.1-26-13.3(4). In addition, RGI is not registered with the North Dakota Secretary of State.
4. 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." 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.
5. Respondent RGI, between August and September of 2022, mailed at least 1,223 "T-2" mailers², which are also known as "lead generators," to North Dakota consumers. These T-2 mailers were sourced by Respondent Mail Pro Leads, LLC ("MPL") from RGI in order to assist MPL's licensed insurance producer-clients in the marketing, advertising, and soliciting and sale of insurance products in North Dakota. RGI provided MPL the opportunity to ensure

² The T-2 Mailer Form is Exhibit 2 to this Consent Order.

the T-2 mailers complied with North Dakota law prior to mailing them to North Dakota consumers.

6. The T-2 mailers do not disclose information the Commissioner alleges is required by law, 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, the identity of an insurance company, or how the consumers' personal information would be used once gathered.
7. On August 31, 2022, the Department received a complaint from a consumer regarding the T-2 forms. Again, on September 28, 2022, the Department received a second consumer complaint, which related to another T-2 form that was identical in substance and form to the T-2 form that was the subject of the August 2022 consumer complaint.
8. After investigation, the Commissioner asserts it has a reasonable basis to believe RGI 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 sections 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).
9. 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.
10. RGI denies it violated any law of North Dakota and also denies that it engaged in any business in North Dakota, including the business of insurance. It also asserts it is not engaged and that it has never been engaged in the business of insurance in North Dakota. Further, it denies its conduct violates or may lead to a violation of North Dakota Century Code Title 26.1.

11. RGI asserts that its conduct in conjunction with the sourcing and distribution of the T-2 mailers or its “lead generation services” does not constitute the solicitation of insurance in North Dakota within the meaning of N.D.C.C. § 26.1-26-03.
12. Respondent RGI asserts that the T-2 form is not misleading to North Dakota consumers, does not improperly resemble a government form, or improperly conveys a false sense of urgency in violation of North Dakota law.
13. Respondent RGI alleges that MPL and the licensed insurance agents on behalf of whom the T-2 forms were sent to North Dakota are responsible for its content and compliance with North Dakota law.
14. Respondent RGI is represented by Chris Edison, Attorney at Law, of Borman Myerchin Espeseth & Edison LLP, located at 418 E Broadway Ave #240, Bismarck, ND 58501.

Order

15. Respondent RGI 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 RGI expressly waives those rights.
16. By consenting to the entry of this Consent Order, Respondent RGI consents to the Commissioner’s continuing jurisdiction over Respondent RGI regarding this matter, including any failure by Respondent RGI to comply with the terms of this Consent Order and the Commissioner’s enforcement of this Consent Order.
17. There are no covenants, promises, undertakings, or understandings other than as specifically set forth in this Order.

18. For purposes of resolving this matter without further administrative proceedings, Respondent RGI has agreed to enter into the following order.

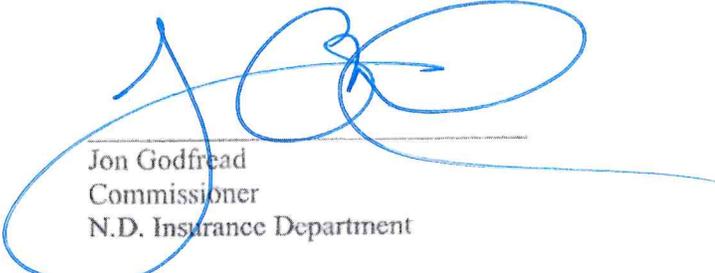
NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The North Dakota Insurance Commissioner has jurisdiction over these proceedings pursuant to N.D.C.C. §§ 26.1-01-03 and 26.1-01-03.1.
2. The Commissioner has continuing jurisdiction over RGI, all of its future reincarnations, and its officers and owners, to the extent any of their actions violate the subject matter of this Consent Order, and this Consent Order is made in the public interest;
3. The Commissioner has agreed to **VACATE** the Department's June 19, 2024 Cease and Desist Order, as against RGI;
4. RGI, all of its future reincarnations, and its officers and owners, in lieu of other administrative action against it, without admitting it engaged in the business of insurance, agrees it will immediately **Cease and Desist** from directing any insurance-related business to consumers in North Dakota. This restriction on RGI equally applies to selling, soliciting, or negotiating insurance policies in North Dakota. More specifically, RGI agrees that it will immediately stop sending any further mailers, postcards, fliers, or any form of insurance-related marketing materials or advertisements to North Dakota consumers that in any way relate to, directly or indirectly, the business of insurance.
5. RGI consents to entry of an administrative fine of \$100,000.00, with \$90,000.00 of the fine deferred in consideration of paragraph 4 of this Order. RGI within 30 days of the entry of this Consent Order, will pay the Department the remaining administrative penalty amount of \$10,000.00 to compensate the Department for the investigative and legal costs it accrued in pursuing this matter.
6. In the event the Commissioner obtains evidence that RGI, any future reincarnation of RGI, or its officers and owners has engaged in any of the activities prohibited in ¶4 of this Order in North Dakota after the effective date of this Consent Order, RGI agrees such action is a prima facie violation of this Order and the Department may assess a \$90,000.00 penalty against RGI for such violation. In the event this section is invoked by the Commissioner, the Commissioner shall provide express notice to Respondent RGI through its North Dakota counsel, Attorney Chris Edison, and the opportunity to cease operations in North Dakota within 30 days. If RGI fails to cease its insurance-related operations in North Dakota within 30 days after express notice, RGI agrees:
 - i. That the Commissioner may assess the deferred \$90,000.00 penalty and waives any right to a hearing regarding the monetary penalty;
 - ii. The June 2024 Cease and Desist Order, pursuant to N.D.C.C. §§ 26.1-01-03.1 and 26.1-04-13, will automatically be reinstated and become permanent against it and waives its right to a hearing regarding the same.
7. 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

8. 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 February day of ~~January~~, 2026.

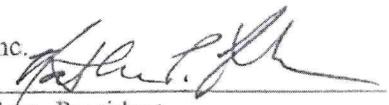


Jon Godfread
Commissioner
N.D. Insurance Department

CONSENT TO ENTRY OF ORDER

The undersigned, Nathan Addesa, on behalf of Respondent RGI Data Assets, Inc. a/k/a RGI Solutions ("RGI"), states that the undersigned has read the foregoing Consent Order and is authorized by RGI to consent to the entry of this order. The undersigned, on behalf of RGI, fully understands the contents and effect of the Consent Order. RGI is represented by legal counsel and has been advised of its rights to request a hearing, 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 RGI 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 19th day of January, 2026.

RGI Data Assets, Inc.
By: 

Nathan Addesa, President

Subscribed and sworn to before me this 19th day of January, 2026.



Notary Public



EXHIBIT 1

STATE OF NORTH DAKOTA BEFORE THE INSURANCE COMMISSIONER

In the Matter of)	
)	
RGI Data Assets, Inc. a/k/a RGI)	AMENDED
Solutions.)	ADMINISTRATIVE
)	COMPLAINT
Respondent.)	
)	CASE NO. CO-24-898
)	OAH File No. 20240291

TO: RGI Data Assets, Inc. a/k/a RGI Solutions, located at 1355 Terrell Mill Road, Building 1482, Ste. 100, Marietta, Georgia, 30067, through its counsel, Chris Edison of Bormann, Myerchin, Espeseth & Edison, LLP:

YOU ARE HEREBY NOTIFIED, that unless you serve a written answer to this Complaint upon the office of the North Dakota Insurance Commissioner (“Commissioner”) within 30 days after service of the Complaint, the allegations made herein will be deemed admitted and the Commissioner of Insurance will enter such order as the facts and law may warrant under the circumstances.

The North Dakota Insurance Department (“Department”), states and alleges as follows:

PARTIES AND JURISDICTION

1. The Department has investigated the activities of Mail Pro Leads, LLC (“MPL”), Direct Mail Processing, LLC (“DMP”), and Respondent RGI Data Assets, Inc. a/k/a RGI Solutions (“RGI” and “Respondent”).¹

2. DMP is a Georgia limited-liability corporation with a principal place of business located at 2900 Delk Road SE, Ste. 700, Marietta, Georgia 30067-5350. DMP is not presently, and at all times relevant to this action, has never been a licensed North

¹ On June 19, 2024, the Department entered a Cease-and-Desist Order against all three Respondents. As of April 21, 2025, separate actions against Respondents MPL and DMP have either been settled or otherwise adjudicated by the Department, with the remaining Respondent, RGI, who is seeking a hearing on the Department’s June 19, 2024 Cease and Desist Order and this Amended Administrative Complaint.

Dakota business entity insurance producer. See N.D.C.C. § 26.1-26-13.3(4). DMP is also not registered with the North Dakota Secretary of State.

3. 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. See N.D.C.C. § 26.1-26-13.3(4). MPL is also not registered with the North Dakota Secretary of State.

4. RGI is a Georgia corporation with a principal place of business located at 1355 Terrell Mill Road, Bldg. 1482, Ste. 100, Marietta, Georgia 30067.² RGI is not presently, and at all times relevant to this action, has never been a licensed North Dakota business entity insurance producer. See N.D.C.C. § 26.1-26-13.3(4). RGI is also not registered with the North Dakota Secretary of State.

5. To the Department's knowledge, from on or about August 31, 2022, through at least September of 2022, Respondent engaged in acts and practices within the state of North Dakota constituting cause for the Department to enter a cease-and-desist order, assess civil penalties, and/or seek other relief against Respondent under the North Dakota insurance title, N.D.C.C. Title 26.1, as well as administrative Article 45.

6. The North Dakota Insurance Commissioner has jurisdiction over these proceedings pursuant to N.D.C.C. §§ 26.1-01-03, 26.1-01-03.1, 26.1-04-13, and N.D.C.C. chapter 28-32. Moreover, the Commissioner is required, among other things, to "[s]ee that all the laws of this state respecting insurance companies and benevolent

² During all communications with RGI, the Department was unable to ascertain RGI's dedicated principal office address. The entity's website: <https://www.rgida.com> – specifies this Marietta, Georgia address, which is the address the Department is using for purposes of this Complaint. A Georgia Secretary of State business records search of "RGI Solutions," resulted in only one business entity of "R.G.I Solutions LLC," with a principal office address of 7500 old chapel, Atlanta, GA 30349. Upon information and belief, and to the best of the Department's knowledge, the Marietta, Georgia address is the most accurate address for Respondent RGI. The Department reserves the right to amend this Complaint should it obtain new information that RGI is operating with a different principal office address.

societies are executed faithfully.” N.D.C.C. § 26.1-01-03(1).

BACKGROUND

7. On October 20, 2017, MPL entered into a 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 all leads generated for MPL and describes the lead types as “Final Expense.” The agreement is signed by both MPL and RGI.

8. MPL describes itself as 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.” MPL admitted that it used lead generators to solicit business that it in turn provides to those insurance producers. RGI, in working with MPL, took actions to contact prospective North Dakota resident-insurance consumers for the sole purpose of soliciting insurance.

9. RGI’s website states on its main website page that it specializes in “Insurance – Direct Mail Leads. Life Insurance & Final Expense. Medicare Supplement. T65. Mortgage Protection. Medicare Advantage.”

10. RGI’s main website page 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.

11. RGI, in its attempt to contact prospective North Dakota resident-insurance consumers for the purposes of soliciting insurance, distributed deceptive mailers using the United States Postal Service. See Exhibit 1. DMP is the mailing vendor that RGI

utilized to distribute these deceiving mailers to consumers across North Dakota.

12. On or around September 21, 2022, RGI sent 1,223 of these insurance mailers to zip codes located in the ND counties of Burleigh and Cass. RGI disseminated these mailers, which constitute both a life insurance advertisement as well as an insurance solicitation, on its own accord.

13. On August 31, 2022, the Department received a complaint from a consumer regarding a mail lead generator company sending out life insurance solicitations that resembled US Government forms, referred to as "T-2 forms." Again, on September 28, 2022, the Department received a second consumer complaint, which related to another T-2 form that was identical in substance and form to the T-2 form that was the subject of the August 31, 2022 complaint. See Exhibit 1.

14. The mailer specifically names an individual residing at the address the mailer is being sent to. No sender is identified on the mailer and the only business entity identified on the mailer is "Direct Mail Processing, LLC," with a return address of "PO Box 100080 Kennesaw, GA 30156-9912." The aesthetics of the mailer identified in Exhibit 1 very closely resemble an official government document. At the top of the mailer in the margins of the document, the phrase "T-2" appears in the left corner and the year "2023" appears in the right corner.

15. On October 5, 2022, the Department contacted DMP through email to inquire about the T-2 mailer. The Department specified in its email communications with DMP that North Dakota consumers were receiving the mailers and would appreciate clarity on the process of how and why they are being distributed. An employee for DMP, Shannon Beekman, responded and stated, "[w]e have not seen your specific card, but we are familiar with what you describe as "T-2 Burial card."

16. Moreover, the mailer's wording includes phrases that induce a sense of urgency on the consumer, such as, "OPEN IMMEDIATELY," "SECOND NOTICE," and "TIME SENSITIVE." No insurance company is directly identified or mentioned on the mailer. Exhibit 1 does not disclose to the consumer that the mailer was sent as a solicitation by an insurance producer in order to sell the consumer a specific insurance product. Instead, Exhibit 1's aesthetics and language could lead a consumer to believe the mailer was sent from a government entity entitling the consumer to a specific government "benefit."

17. Exhibit 1 could also give the impression to a consumer that the sender may be affiliated with a government program by stating that: "You now have access to a 2023 **state-regulated** life insurance program which will pay 100% of all final expenses up to \$35,000," as well as noting on top of the mailer in bold print, "2023 BENEFIT INFORMATION FOR NORTH DAKOTA CITIZENS ONLY."

18. Significant to the Department's assertions in this Complaint is the fact that DMP and REHG Data Assets, Inc. ("REHG"), a Georgia corporation with the same principal business address – 1355 Terrell Mill Road, Bldg. 1482, Ste. 100, Marietta, GA 30067 – as RGI Solutions, entered into a Consent Judgment with Iowa's Attorney General in December of 2020. Within the Consent Judgment, both entities did not admit they violated Iowa's Consumer Fraud Act. However, the entities assented to the substance of the Consent Judgment, in which they agreed to refrain from distributing mailers, identical in appearance and form to the mailers that are the subject of this Complaint.

19. Based on the Iowa Attorney General's December 2020 Consent Judgment, the Department learned that RGI is the fictitious business entity that REHG created to do business on behalf of REHG. In other words, RGI and REHG companies are one in the

same.

20. In addition, as part of the Consent Judgment, three executives affiliated with the DMP and REHG entered into an assurance of voluntary compliance with the Iowa Attorney General's Office. Those three individuals include: (1) Katherine J. Rehg, the manager of DMP and CEO of REHG; (2) Nathan Addesa ("Addesa"), the COO and President of REHG; and (3) Shannon T. Beekman ("Beekman"), an agent of DMP. The Department, during its investigation of Respondent's use of the mailers, directly communicated with Addesa and Beekman. Neither Addesa nor Beekman ever directly or indirectly communicated to the Department that their distribution of these mailers were the subject of other state insurance department investigations.

21. The Iowa Insurance Department, in 2020, also issued a cease-and-desist order against DMP, as well as other related entities and individuals. Neither DMP nor RGI, or their representatives, communicated that information to the Department. To the Department's knowledge, RGI did not contest that similar administrative action, which was taken by the Iowa Insurance Department.

INSURANCE TITLE VIOLATIONS

22. Respondent's conduct is alleged to be in violation of N.D.C.C. §§ 26.1-26-03, 26.1-04-03(1)-(2), and N.D. Admin. Code § 45-04-10-04(1)-(2). Both N.D.C.C. § 26.1-26-03 and N.D.C.C. § 26.1-04-02 utilize the term "person." The term "person" is defined to include limited liability companies and corporations. See N.D.C.C. §§ 1-01-49(10) (stating, ". . . [p]erson means an individual, organization, government, political subdivision or government agency or instrumentality) (emphasis added); see *also*, 1-01-49(7) (stating, "[t]he term "organization" is defined to include a ". . . corporation . . . limited liability company . . . or any legal or commercial entity.") (emphasis added).

23. North Dakota Rule of Civil Procedure, Rule 4(b)(2) states, in part:

. . . [a] court of this state may exercise personal jurisdiction over a person who acts directly or by an agent as to any claim for relief arising from the person's having such contact with this state that the exercise of personal jurisdiction over the person does not offend against traditional notions of justice or fair play or the due process of the law, under one or more of the following circumstances:

(A) transacting any business in this state;

(B) contracting to supply or supplying service, goods, or other things in this state

N.D.R.Civ.P., Rule 4(b)(2). Respondent RGI participated in the creation, compilation, and/or sending out the insurance advertisement-solicitation "T-2" mailers to unsuspecting consumers who are citizens of the state of North Dakota. As a result, the Department and North Dakota courts possess personal jurisdiction over the Respondent.

A. Soliciting Insurance Without a License.

24. North Dakota Century Code Section 26.1-26-03, which describes circumstances where a person must be licensed as an insurance producer in North Dakota, states:

[n]o person may act as or hold oneself out to be an insurance producer, insurance consultant, or surplus lines insurance producer unless licensed under this chapter. A person may not sell, solicit, or negotiate insurance in this state for any class of insurance unless the person is licensed for that line of authority in accordance with this chapter. **Any person willfully violating this section is guilty of a class C felony.**

N.D.C.C. § 26.1-26-03 (emphasis added). Respondent is not, nor have they ever been, licensed to engage in the business of insurance within the state of North Dakota. Respondent holds itself out to potential clients³ as being in the business of insurance and therefore able to help clients increase their insurance sales.

³ Upon the Department's information and belief, at least six insurance producers purchased leads from Respondent as a result of its mail campaign.

25. On or around September 21, 2022, 1,223 mailers, were sent out by Respondent and deliberately distributed in specific zip codes located in the ND counties of Burleigh and Cass. Respondent directed mailers to North Dakota consumers in order to market, advertise, and solicit insurance products within the state of North Dakota. Respondent provided insurance solicitation services in exchange for a monetary fee and its sole purpose in sending the mailers to consumers was to solicit insurance business. Therefore, Respondent is responsible for its actions of soliciting insurance without a license in the state of North Dakota.

26. Respondent's acts and practices stated herein are in violation of North Dakota Century Code § 26.1-26-03, as they constituted the solicitation of insurance without a license. As a result of Respondent's acts, they are subject to the imposition of a civil penalty, an order requiring Respondent to cease and desist from engaging in such acts or practices, as well as potential criminal charges. See N.D.C.C. §§ 26.1-26-50; 26.1-01-03.1; 26.1-26-03. Each one of the 1,223 mailers sent out by Respondent constitutes a separate solicitation of insurance violation under 26.1-26-03, which may include civil fines of up to \$10,000.00 per violation. See N.D.C.C. § 26.1-26-50.

B. Prohibited Practices In Business of Insurance.

27. North Dakota Century Code Section 26.1-04-02 provides the Department broad authority to regulate prohibited practices in the business of insurance. Specifically, Section 26.1-04-02, N.D.C.C., states, “[a] person may not engage in this state in any trade practice defined in this chapter as, or determined pursuant to this chapter to be . . . an unfair or deceptive act or practices in the business of insurance.”

28. North Dakota Administrative Code Section 45-04-10-04, which was promulgated pursuant to N.D.C.C. §§ 26.1-04-03(1)-(2), states:

Amended Administrative Complaint – RGI Data Assets, Inc. a/k/a RGI Solutions

1. The name of the insurer, insurance agency, agent, or broker must be clearly identified on all advertisements, and if any specific individual policy is advertised it must be identified either by form number or other appropriate description. An advertisement may not use a trade name, an insurance group designation, name of the parent company of the insurer, name of a particular division of the insurer, agent, broker, or agency, service mark, slogan, symbol, or other device or reference without disclosing the name of the insurer, agent, broker, or agency if the advertisement would have the capacity or tendency to mislead or deceive as to the true identity of the insurer, agent, broker, or agency or create the impression that an entity other than the insurer would have any responsibility for the financial obligation under a policy.

2. No advertisement may use any combination of words, symbols, or physical materials which by their content, phraseology, shape, color, or other characteristics are so similar to a combination of words, symbols, or physical materials used by a governmental program or agency or otherwise appear to be of such a nature that they tend to mislead prospective insureds into believing that the solicitation is in some manner connected with such governmental program or agency.

N.D. Admin. Code § 45-04-10-04(1)-(2) (emphasis added). North Dakota Administrative Code Section 45-04-10-02(1) states, “[t]his chapter applies to any advertisement of life insurance . . . intended for dissemination in this state and which advertisement is disseminated in any manner . . . on behalf of an . . . agent.” (emphasis added).

29. Respondent participated in the creation, compilation, and/or sending out the mailer on behalf of licensed insurance producers in order generate “insurance leads.” Furthermore, Respondent failed to identify any insurer, insurance agency, agent, or broker on the mailer. Respondent participated in this mailer campaign exclusively for the purpose of insurance advertising. As a result, they were required to comply with the law and failed.

30. Respondent used phrases such as “BENEFIT INFORMATION,” “FOR NORTH DAKOTA CITIZENS ONLY,” and “state-regulated life insurance program” to give the impression that Respondent’s mailer was associated with or coming from a state or federal government agency. The terms “benefit” and “program” are words commonly used

in reference to government programs such as Medicare, Medicaid, and Social Security. Further, Respondent specifically targeted older North Dakotans who may be or were eligible for specific government programs such as Medicare and Social Security.

31. Respondent's use of the words and phrases "OPEN IMMEDIATELY," "SECOND NOTICE," and "TIME SENSITIVE," further gave the impression to consumers that they were being required to respond or that they had to respond in a specific amount of time in order to avoid possible penalty. The Respondent used symbols and other aesthetic formatting on their mailers that were made to look similar to those symbols used on federal income tax forms, further demonstrating Respondent's purpose of deception.

32. Under N.D. Admin. Code § 45-04-10-03(2), it provides, "[w]hether an advertisement has the capacity or tendency to mislead or deceive must be determined by the insurance commissioner from the overall impression that the advertisement may be reasonably expected to create upon a person of average education or intelligence within the segment of the public to which it is directed."

33. Respondent failed to properly disclose to consumers the purpose of the mailers was for the business of insurance.

34. Respondent failed to properly disclose to consumers the entities and/or individuals affiliated with sending the mailers were licensed insurance producers.

35. Respondent failed to properly disclose to consumers how their personal information was going to be used once gathered by Respondent.

36. Respondent's acts and practices stated herein constitute prohibited practices in the business of insurance pursuant to N.D.C.C. ch. 26.1-04, subjecting Respondent to the imposition of a monetary penalty and an order requiring it to cease and desist from engaging in such acts or practices. N.D.C.C. § 26.1-04-03.

CONCLUSION

37. Respondent's conduct constitutes violations of N.D.C.C. §§ 26.1-26-03, 26.1-04-03(1)-(2), and N.D. Admin. Code § 45-04-10-04(1)-(2). Respondent directed mailers to North Dakota consumers in order to assist its clients-insurance producers in the marketing, advertising, solicitation and sale of insurance products within the state of North Dakota. In addition, Respondent's aforementioned acts and practices constitute prohibited practices in the business of insurance.

38. As a result, N.D.C.C. §§ 26.1-01-03.1 and 26.1-04-13 provides grounds for the Commissioner to enter an order to cease and desist against Respondent. N.D.C.C. § 26.1-26-50 also provides the Commissioner the authority to additionally impose civil fines:

In addition to or in lieu of any applicable denial, suspension, or revocation of a license, any person violating this chapter may, after hearing, be subject to a civil fine not to exceed ten thousand dollars for each violation. The fine may be collected and recovered in an action brought in the name of the state.

WHEREFORE, the Complainant requests the Commissioner of Insurance enter an Order:

1. Pursuant to N.D.C.C. § 26.1-01-03.1, requiring Respondent RGI to immediately cease and desist from sending any further mailers, postcards, fliers or any other form of solicitation marketing materials or advertisements to North Dakota consumers that in any way relate to, directly or indirectly, to the business of insurance;
2. Pursuant to N.D.C.C. § 26.1-04-13, requiring Respondent RGI to immediately cease and desist from any and all unfair methods of competition or any unfair or deceptive acts or practices in the business of insurance in the state of North Dakota;
3. Pursuant to N.D.C.C. § 26.1-26-03, requiring Respondent RGI to immediately cease and desist from selling, soliciting, or negotiating any insurance in North Dakota, and from advertising, marketing, or advising on behalf of any person or business entity in this state engaged in the business of insurance;
4. Based upon the six insurance producers that purchased leads from Respondent RGI as a result of Respondent RGI's mail campaign, requiring Respondent to pay at least **\$60,000.00** in administrative fines, fees, and penalties. The \$60,000.00 is based upon each of the six insurance producers that purchased leads, either directly or indirectly, through RGI

- and each insurance producer transaction constituting a separate violation at \$10,000.00 per violation (6 x \$10,000.00 = \$60,000.00);
5. Based upon RGI's sending of at least 1,223 insurance advertisement cards, which constituted insurance solicitations, to North Dakota insurance consumers, Respondent RGI be required to pay at least **\$611,500.00** in administrative fines, fees, and penalties to the Department. The \$611,500.00 is based upon each advertisement card being a separate violation at \$500.00 per violation (1,223 x \$500.00 = \$611,500);
 6. Total fines in the amount of **\$671,500.00**, which is based upon the two sets of separate violations outlined in sections 4 and 5 of this request for an entry of an order;
 7. Binding any and all future business entities or business associations affiliated with the Respondent RGI for the same conduct that is subject to this Order; and
 8. Taking whatever other action the Commissioner deems appropriate under the circumstances.

For other relief as the court determines appropriate.

Dated this 21st day of April, 2025.



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Vernon, CA 90058-9847

EXHIBIT 2



DATED MATERIAL

SECOND NOTICE
TIME SENSITIVE

OPEN IMMEDIATELY
IMPORTANT INFORMATION ENCLOSED

EXCAGE-5

T-2

2023 BENEFIT INFORMATION FOR NORTH DAKOTA CITIZENS ONLY

2023

As a resident of North Dakota, you are entitled to more benefits not provided by government funds. You now have access to a 2023 state-regulated life insurance program which will pay 100% of all final expenses up to \$35,000. Return this postage paid card within 5 days to request this new benefit information.

Please Respond By Oct. 11, 2022

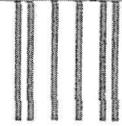
014829****AUTO**ALL FOR AADC 580 T44 P1



Complete and return the information below.

NAME	AGE
SPOUSE'S NAME	AGE
STREET ADDRESS (No PO boxes)	
PHONE (With Area Code) () - -	
Not affiliated with or endorsed by any government agency.	
 PL91876B238980HK	
GD3A3U	

To opt out of future mailings please visit dmpoptout.com and enter this 9 digit code: 850-031-801.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 302 KENNESAW, GA

POSTAGE WILL BE PAID BY ADDRESSEE
DIRECT MAIL PROCESSING, LLC
PO BOX 100080
KENNESAW GA 30156-9912

