

1 State of New Hampshire Banking Department

2 In re the Matter of: )Case No.: 08-BD-007  
 )  
 3 State of New Hampshire Banking )Cease and Desist Order  
 )  
 4 Department, )  
 )  
 5 Petitioner, )Consent Order (Excludes DOES  
 )  
 6 and )INDIVIDUALS 1-100 AND DOES COMPANIES  
 )  
 )1-100)  
 7 "Information Service Center, PO Box )  
 )  
 8 3999, Peoria, Illinois 61612-9944", )  
 )  
 9 DOES INDIVIDUALS 1-100, and DOES )  
 )  
 10 COMPANIES 1-100, )  
 )  
 11 Respondents )  
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12  
13 CONSENT ORDER

- 14 I. To clarify the name and relationship of the various entities listed as  
 15 Respondents in the caption of this order:  
 16 a. "Information Service Center, PO Box 3999, Peoria, Illinois  
 17 61612-9944";  
 is the d/b/a for ChoicePoint Precision Marketing LLC (hereinafter,  
 "Remaining Respondent").
- 18 II. For purposes of settling the above-referenced matter, among other  
 19 things, the New Hampshire Banking Department (hereinafter, "the  
 20 Department") and Remaining Respondent do hereby enter this Consent  
 Order and stipulate to the following:  
 21 1. Remaining Respondent is a company that designs mailers for  
 22 customers who wish to solicit mortgage protection insurance  
 products to mortgage holders by obtaining public records.  
 23 2. The Department and Remaining Respondent agree that Remaining  
 24 Respondent was subject to RSA 384:67 ("Unauthorized and  
 25 Deceptive Use"), as amended by 2008 New Hampshire Senate Bill

1           315 (SB0315).

2           3. Remaining Respondent admits the allegations of the Staff  
3           Petition in this cause.

4 II. For purposes of amicably resolving and closing the above-referenced  
5 matter, Remaining Respondent agrees to the following terms and conditions  
6 and the Department accepts the same:

- 7           1. Remaining Respondent agrees that it has voluntarily entered into  
8           this Consent Order without reliance upon any discussions between  
9           the Department and Remaining Respondent, without promise of a  
10           benefit of any kind (other than concessions contained in this  
11           Consent Order), and without threats, force, intimidation, or  
12           coercion of any kind. Remaining Respondent further acknowledges  
13           its understanding of the nature of the offense stated above,  
14           including the penalties provided by law.
- 15           2. Remaining Respondent agrees to waive any and all rights to a  
16           hearing and appeal thereof.
- 17           3. Remaining Respondent agrees that it will not deny the factual basis  
18           for this Consent Order to which it has stipulated above and will  
19           not give conflicting statements about such facts or its involvement  
20           in the stipulated facts.
- 21           4. Remaining Respondent agrees that all terms of this Consent Order  
22           are contractual and none is a mere recital.
- 23           5. Remaining Respondent agrees it is subject to an administrative  
24           penalty of \$2,500.00.
- 25           6. The Department agrees to hold the \$2,500.00 penalty in abeyance for  
            thirty days from the date of this Consent Order, and shall not  
            require the payment of such penalty as long as Remaining Respondent  
            complies with RSA 384:67, as amended.
7. Remaining Respondent agrees to alter its solicitation to comply  
            with RSA 384:67 and SB0315 as follows:
  - a. Remaining Respondent shall not use the full or abbreviated name,  
            trade name, service mark, or trademark of any financial  
            institution in any written, electronic, or oral advertisement or  
            solicitation for products and services without the financial  
            institution's express prior written authorization;

1 b. Remaining Respondent shall not make reference to a loan number  
2 or other specific loan information on the outside of an  
3 envelope, visible through an envelope window, on a postcard, or  
4 in electronic communication in connection with any written or  
5 electronic solicitation without the financial institution's  
6 express prior written authorization;

7 c. Remaining Respondent shall not include a loan number or other  
8 specific loan information, other than a loan amount, relative to  
9 a specifically identified consumer that is publicly available:

10 (1) in any written or electronic solicitation, unless the  
11 advertisement or solicitation clearly and conspicuously  
12 states on the front page or introduction in bold-faced  
13 type that is in the same font size as is predominately  
14 used in the advertisement or solicitation disclosing  
15 that such individual or business entity is not sponsored  
16 by or affiliated with, and that such solicitation is not  
17 authorized by, the financial institution and the  
18 information was retrieved from public records; or

19 (2) in an oral solicitation unless the same disclosure is  
20 made at the beginning of the solicitation.

21 8. Remaining Respondent agrees that it shall exclude the loan date and  
22 the name of the financial institution from its solicitations.

23 9. Remaining Respondent acknowledges that failure to comply as agreed  
24 above will result in imposition of the suspended fine, further  
25 administrative fines, which may include a fine for each individual  
mailing that violates RSA 384:67, as amended, and possible criminal  
liability.

This Consent Order represents the complete and final resolution of, and  
discharge of any basis for any civil or administrative proceeding by the  
Department against Remaining Respondent for violations arising as a result  
of or in connection with any actions or omissions by Remaining Respondent  
through the date of this Order as it applies to such activity; provided,  
however, this release does not apply to facts not known by the Department or  
not otherwise provided by Remaining Respondent to the Department as of the  
date of this Order. The Department expressly reserves its right to pursue  
any administrative or civil action or remedy available to it should  
Remaining Respondent breach this Consent Order or in the future violate the

1 Act or rules and orders promulgated thereunder.

2 **WHEREFORE**, based on the foregoing, we have set our hands to this Consent  
3 Order, with it taking effect upon the signature of Peter C. Hildreth, Bank  
4 Commissioner.

5 Recommended this 8th day of January, 2009 by

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7 \_\_\_\_\_ /s/

8 **Maryam Torben Desfosses, Hearings Examiner, Consumer Credit Division**

9 Executed this 14th day of January, 2009.

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11 \_\_\_\_\_ /s/

12 **Steven J. Lauwers, Esq.** Marketing LLC  
13

14 **SO ORDERED,**

15 Entered this 16th day of January, 2009.

16  
17 \_\_\_\_\_ /s/

18 Peter C. Hildreth,  
19 Bank Commissioner  
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