

1 State of New Hampshire Banking Department

2 In re the Matter of:)Case No.: 09-BD-001
3 State of New Hampshire Banking)
4 Department,)
5 Petitioner,)
6 and)
7 Educator Group Plans, Insurance)Consent Agreement
8 Services, Inc., 11551 Forest Central)
9 Drive, Suite 200, Dallas, TX 75243)
10 (d/b/a Educator Group Plans ("EGP"),)
11 Educator Group Plans, Inc., d/b/a)
12 Educator Group Plans & Insurance)
13 Services, d/b/a Educator Group Plans)
14 Ins Services Inc., d/b/a Educator Group)
15 Plans Insurance Services, Inc. of)
16 Austin and Dallas, d/b/a EGP Insurance)
17 Services, d/b/a Senior Advisor)
18 Services, d/b/a Senior Education)
19 Council, d/b/a Senior Advisor Services)
20 and Insurance Services, Inc., d/b/a)
21 Senior Advisor Services and Insurance)
22 Services, Inc., d/b/a Education)
23 Retirement Services, d/b/a Equita,)
24 d/b/a EQUITA Educator Group Plans,)
25 d/b/a EQUITA Educator Group, d/b/a The)
Equita Group, d/b/a Equita Group, d/b/a)
Equita, d/b/a Equita Final Expense)

1 Services ("EFES" and "EFES Online"),)
)
 2 d/b/a Equita Final Expense, d/b/a)
)
 3 Equita Final Expense Leads, d/b/a)
)
 4 Equita Financial, d/b/a Equita)
)
 5 Financial Services, d/b/a Equita Final)
)
 6 Expense Insurance Center, d/b/a Equita)
)
 7 Financial and Insurance Services, Inc.,)
)
 8 d/b/a Equita Financial & Insurance)
)
 9 Services, Inc., d/b/a Equita Financial)
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 10 & Insurance Services of TX, Inc., d/b/a)
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 11 Equita Financial and Insurance Services)
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 12 of TX, d/b/a Equita Financial and)
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 13 Insurance Services of Texas, Inc.,)
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 14 d/b/a Equita Financial & Insurance)
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 15 Services of Texas, Inc., d/b/a Equita)
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 16 of Texas Financial & Insurance)
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 17 Services, Inc., d/b/a Equita Mortgage)
)
 18 Group, d/b/a EQUITA Mortgage Group,)
)
 19 d/b/a Equita Mortgage Protection)
)
 20 Leads), Richard G. Wolfe and Samuel D.)
)
 21 Wolfe,)
)
 22 Respondents)
)

CONSENT ORDER

23 I. A Cease and Desist Order was issued on April 15, 2010 against
 24 Educator Group Plans, Insurance Services, Inc., 11551 Forest Central
 25 Drive, Suite 200, Dallas, TX 75243 (d/b/a Educator Group Plans
 ("EGP"), Educator Group Plans, Inc., d/b/a Educator Group Plans &

1 Insurance Services, d/b/a Educator Group Plans Ins Services Inc.,
2 d/b/a Educator Group Plans Insurance Services, Inc. of Austin and
3 Dallas, d/b/a EGP Insurance Services, d/b/a Senior Advisor Services,
4 d/b/a Senior Education Council, d/b/a Senior Advisor Services and
5 Insurance Services, Inc., d/b/a Senior Advisor Services and Insurance
6 Services, Inc., d/b/a Education Retirement Services, d/b/a Equita,
7 d/b/a EQUITA Educator Group Plans, d/b/a EQUITA Educator Group, d/b/a
8 The Equita Group, d/b/a Equita Group, d/b/a Equita, d/b/a Equita
9 Final Expense Services ("EFES" and "EFES Online"), d/b/a Equita Final
10 Expense, d/b/a Equita Final Expense Leads, d/b/a Equita Financial,
11 d/b/a Equita Financial Services, d/b/a Equita Final Expense Insurance
12 Center, d/b/a Equita Financial and Insurance Services, Inc., d/b/a
13 Equita Financial & Insurance Services, Inc., d/b/a Equita Financial &
14 Insurance Services of TX, Inc., d/b/a Equita Financial and Insurance
15 Services of TX, d/b/a Equita Financial and Insurance Services of
16 Texas, Inc., d/b/a Equita Financial & Insurance Services of Texas,
17 Inc., d/b/a Equita of Texas Financial & Insurance Services, Inc.,
18 d/b/a Equita Mortgage Group, d/b/a EQUITA Mortgage Group, d/b/a
19 Equita Mortgage Protection Leads), Richard G. Wolfe and Samuel D.
20 Wolfe ("Respondents").

19 II. For purposes of settling the above-referenced matter, among other
20 things, the New Hampshire Banking Department (the "Department"), and
21 the Respondents do hereby enter into this Consent Order and stipulate
22 to the following:

- 23 1. Respondents prepare various direct mail pieces for a variety of
24 clients and brokers. Respondents prepared and mailed
25 solicitations regarding mortgage protection insurance products to
mortgage holders.

1 2. The Department and Respondents agree that Respondents have been
2 subject to RSA 384:67 ("Unauthorized and Deceptive Use"), as
3 amended by 2008 New Hampshire Senate Bill 315 (SB0315), since
4 June 3, 2008.

5 3. Respondents admit the allegations of the Staff Petition in this
6 cause.

7 III. For purposes of amicably resolving and closing the above-referenced
8 matter, Respondents agree to the following terms and conditions and
9 the Department accepts the same:

- 10 1. Respondents agree that they have voluntarily entered into this
11 Consent Order without reliance upon any discussions between the
12 Department and Respondents, without promise of a benefit of any
13 kind (other than concessions contained in this Consent Order), and
14 without threats, force, intimidation, or coercion of any kind.
15 Respondents further acknowledge their understanding of the nature
16 of the offense stated above, including the penalties provided by
17 law.
- 18 2. Respondents agree to waive any and all rights to a hearing and
19 appeal thereof.
- 20 3. Respondents agree that they will not deny the factual basis for
21 this Consent Order to which it has stipulated above and will not
22 give conflicting statements about such facts or its involvement in
23 the stipulated facts.
- 24 4. Respondents agree that all terms of this Consent Order are
25 contractual and none is a mere recital.

1 5. Respondents represent and warrant that they have all the necessary
2 rights, powers and ability to carry out all of the terms of this
3 Consent Order which are applicable to Respondents.

4 6. Respondents agree they are subject to an administrative penalty of
5 \$2,500.00 (the "Penalty").

6 7. Respondents acknowledge, and the Department agrees, to hold the
7 Penalty in abeyance according to the following terms:

8 a. The Department shall not require the payment of the Penalty
9 as long Respondents comply with RSA 384:67, as amended, and the
10 terms of this Consent Agreement.

11 b. If the Department receives any further non-compliant
12 solicitations sent by the Respondents:

13 (1). The Department shall immediately notify Respondents
14 of the non-compliant solicitation(s);

15 (2). The Penalty shall be immediately due and payable to
16 the Department;

17 (3). Within ten (10) calendar days of receipt of the
18 Department's notice of the non-compliant solicitation(s),
19 Respondents shall provide a full list of the names and
20 addresses of New Hampshire consumers to whom the non-
21 compliant solicitations were mailed.

22 8. Respondents agree to alter its solicitation to comply with RSA
23 384:67 and SB 315 as follows:

24 a. Respondents shall not use the full or abbreviated name, trade
25 name, service mark, or trademark of any financial institution in
any written, electronic, or oral advertisement or solicitation

1 for products and services without the financial institution's
2 express prior written authorization;

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

9 c. Respondents shall not include a loan number or other specific
10 loan information, other than a loan amount, relative to a
11 specifically identified consumer that is publicly available:

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

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

23 9. Respondents acknowledge that failure to comply as agreed above will
24 result in imposition of the suspended fine, and may result in
25 further administrative fines (subject to due process hearing),

1 which may include a fine for each individual mailing that violates
2 RSA 384:67, as amended, and possible criminal liability.

3 This Consent Order represents the complete and final resolution of, and
4 discharge of any basis for any civil or administrative proceeding by the
5 Department against Respondents for violations arising as a result of or in
6 connection with any actions or omissions by Remaining Respondents through
7 the date of this Order as it applies to such
8 fraudulent activity; provided, however, this release does not apply to facts
9 not known by the Department or not otherwise provided by Respondents to the
10 Department as of the date of this Order. The Department expressly reserves
11 its right to pursue any administrative or civil action or remedy available
12 to it should Remaining Respondents breach this Consent Order or in the
13 future violate the Act or rules and orders promulgated thereunder.

14
15 **WHEREFORE**, based on the foregoing, we have set our hands to this Consent
16 Order, with it taking effect upon the signature of Robert A. Fleury, Deputy
17 Bank Commissioner.

18
19 Recommended this 28th day of September, 2010.

20
21 _____ /s/
Ingrid E. White, Hearings Examiner, Banking Division

22
23 Executed this 29th day of October, 2010.

24
25 _____ /s/
Charles Settle, General Counsel, Equita Group

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SO ORDERED,

Entered this 8th day of November, 2010.

/s/ Robert Fleury for
Peter C. Hildreth,
Bank Commissioner