

STATE OF NORTH DAKOTA  
BEFORE THE INSURANCE COMMISSIONER

In the Matter of	)	
	)	
Sunderland Group Ltd.,	)	
Sunderland Ins. Services Inc.,	)	
Bradley Sunderland,	)	CONSENT ORDER
Derek Sunderland,	)	
ADN Wealth Management Group,	)	CASE NO. AG-11-298
Jason "Jay" Fettig,	)	
Legacy Financial Services LLC, and	)	
Danny Weigand,	)	
	)	
Respondents.	)	

Insurance Commissioner Adam Hamm ("Commissioner") has determined as follows:

1. As a result of information obtained by the North Dakota Insurance Department ("Department") regarding the conduct of Respondents Jason "Jay" Fettig, ADN Wealth Management Group, Derek Sunderland (NPN 0661711), Bradley Sunderland (NPN 656999), Sunderland Group Ltd. (NPN 2260730), Sunderland Ins. Services Inc. (NPN 654625), Danny Weigand (NPN 7148467), and Legacy Financial Services LLC, the Commissioner has begun administrative proceedings regarding Respondents' conduct as alleged below and regarding the imposition of a civil penalty or any other action the Commissioner deems necessary. Respondents' conduct is alleged to be in violation of N.D.C.C. §§ 26.1-04-02, 26.1-04-03(2) and 26.1-26-42(6) and N.D. Admin. Code §§ 45-06-04-01 and 45-06-04-10.

2. N.D.C.C § 26.1-04-02 provides:

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 method of competition or an unfair or deceptive act or practice in the business of insurance.

3. N.D.C.C. § 26.1-04-03 provides, in part:

The following are unfair methods of competition and unfair and deceptive acts or practices in the business of insurance...

2. False information and advertising generally. Making, publishing, disseminating, circulating, or placing before the public, or causing, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in a newspaper, magazine, or other publication, or in the form of a notice, circular, pamphlet, letter, or poster, or over any radio station, or in any other way, an advertisement, announcement, or statement containing any assertion, representation, or statement with respect to the business of insurance or with respect to any person in the conduct of that person's insurance business, which is untrue, deceptive, or misleading.

4. N.D. Admin. Code § 45-06-04-01 provides:

The purpose of this chapter is to assure truthful and adequate disclosure of all material and relevant information in the advertising of disability and accident and sickness insurance (including nursing home, long-term care, and Medicare supplement insurance). This purpose is intended to be accomplished by the establishment of, and adherence to, certain minimum standards and guidelines of conduct in the advertising of such insurance in a manner which prevents unfair competition among insurers and is conducive to the accurate presentation and description to the insurance buying public of a policy or agreement of such insurance offered through various advertising media. Subsections 1 and 2 of North Dakota Century Code section 26.1-04-03 prohibit false, deceptive or misleading advertising in the conduct of the business of insurance. Because those statutes establish only general standards, this rule establishes specific standards for advertisements relating to individual group, blanket, and franchise disability, and accident and sickness insurance.

5. N.D. Admin. Code § 45-06-04-10 provides:

1. The full legal name of the actual insurer and insurance agent or agency must be shown in each advertisement. An advertisement may not use a trade name, any insurance group

designation, name of the parent company of the insurer, name of a particular division of the insurer or agency, service mark, slogan, symbol, or other device in a manner which would have the capacity and tendency to mislead or deceive as to the true identity of the insurer or insurance agent or agency.

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 combination of words, symbols, or physical materials, used by agencies of the federal government or of this state, or otherwise appear to be of such a nature that it tends to confuse or mislead prospective insured's into believing that the solicitation is in some manner connected with an agency of the municipal, state, or federal government.
3. Each advertisement must clearly disclose that it is a promotion for an insurance product, company, agent, or agency.

6. N.D.C.C. ch. 26.1-26 governs activities of insurance producers.

7. N.D.C.C § 26.1-26-42 provides, in relevant part:

The commissioner may suspend, revoke, place on probation, or refuse to continue or refuse to issue any license issued under this chapter if, after notice to the licensee and hearing, the commissioner finds as to the licensee any of the following conditions:

...

6. In the conduct of affairs under the license, the licensee has used fraudulent, coercive, or dishonest practices, or has shown oneself to be incompetent, untrustworthy, or financially irresponsible.

8. Employees of the North Dakota Insurance Department ("Department") previously investigated the activity of Respondents in 2011.

9. The Department's investigation against Respondents resulted in the service of a Complaint against Respondents on or about April 6, 2011.

10. The Department's investigation which resulted in the issuance of the 2011 Complaint was settled between Respondents and the Department through a Settlement Agreement which became effective on or about February 21, 2012 (the "2012 Settlement Agreement").

11. Information obtained by the Department demonstrates Respondents are in violation of the 2012 Settlement Agreement and in violation of N.D.C.C. §§ 26.1-04-02, 26.1-04-03(2) and 26.1-26-42(6) and N.D. Admin. Code §§ 45-06-04-01 and 45-06-04-10.

12. Paragraph 2(b) of the 2012 Settlement Agreement requires each page of the mynewmedicare.com website to contain a conspicuous disclosure that the site is a promotion for an insurance product, company, agent or agency.

13. The mynewmedicare.com website does not contain a conspicuous disclosure anywhere which states that the site is a promotion for an insurance product, company, agent or agency, and Respondents are in violation of the 2012 Settlement Agreement.

14. Paragraph 2(c) of the 2012 Settlement Agreement requires each page of the website to contain the full name "Sunderland Group, Ltd." or the name of the successor controlling the website.

15. The mynewmedicare.com website is in violation of paragraph 2(c) of the 2012 Settlement Agreement because the full name "Sunderland Group, Ltd." does not appear on each page of the website.

16. Respondents' failure to comply with the terms of the 2012 Settlement Agreement with the Insurance Department demonstrates untrustworthiness and incompetence and is a violation of N.D.C.C. § 26.1-26-42(6).

17. Respondents' conduct as described in Paragraphs 12, 13, 14, 15 and 16 of this Complaint are misleading or deceptive acts in violation of N.D.C.C. §§ 26.1-04-02 and 26.1-04-03(2) and N.D. Admin. Code §§ 45-06-04-01 and 45-06-04-10.

18. Respondents acknowledge that at the time of signing the Consent to Entry of Order, they were aware of or had been advised of their rights to a hearing in this matter, to consult an attorney, to present argument to the Commissioner, to appeal from any adverse determination after a hearing, and Respondents expressly waive those rights.

19. Respondents have agreed to informal disposition of this matter, without a hearing, as provided under N.D.C.C. § 28-32-22.

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

21. Respondents consent to the Commissioner's continuing jurisdiction over them regarding any issues which may subsequently arise related to Respondents' activities.

22. For purposes of resolving this matter, without further administrative proceedings, Respondents and the Commissioner have agreed to enter into the following order.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Respondents each agree to pay a civil fine in the amount of \$200, payable by money order, cashier's check, or credit card to the North Dakota Insurance Department within 30 days of the effective date of this Order.
2. Respondents further agree to correct the defects in the mynewmedicare.com website described in this Consent Order within five days of the effective date of this Order.
3. Further, the Department may revoke, suspend, or take such further action as may be deemed necessary against any Respondent's insurance license without notice of hearing or the issuance of a complaint if the Department receives a complaint from any source against Respondent and after investigation of the merits of said complaint, notifies any Respondent that the

Respondent has, in the Commissioner's opinion, violated the laws of the State of North Dakota. Respondents further agree that any action taken against any Respondent's license or in furtherance of this action is not appealable.

4. The use of this Consent Order for competitive purposes by an insurance agent 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 said license or authority.

DATED at Bismarck, North Dakota, this 17<sup>th</sup> day of July, 2014.



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Adam Hamm  
Insurance Commissioner  
N.D. Insurance Department  
600 East Boulevard Avenue, Dept. 401  
Bismarck, ND 58505  
(701) 328-2440

#### CONSENT TO ENTRY OF ORDER

The undersigned Respondents state that they have read the foregoing Consent Order, that they know and fully understand its contents and effect; that they have been advised of their right to a hearing in this matter, their right to be represented by legal counsel, their right to present evidence and arguments to the Commissioner, and their right to appeal from an adverse determination after hearing; and that by the signing of this Consent to Entry of Order they waive those rights in their entirety, and consent to entry of this Order by the Commissioner. It is further expressly understood that this Order

constitutes the entire settlement agreement between the parties, there being no other promises or agreements, either expressed or implied.

DATED this 4<sup>th</sup> day of April, 2014.

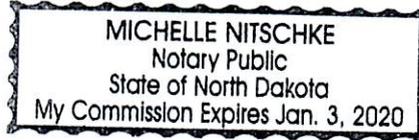
SUNDERLAND GROUP, LTD.



By: Derek Sunderland  
Its: Designated Responsible Producer

Subscribed and sworn to before me this 4<sup>th</sup> day of April, 2014.

Michelle Nitschke  
Notary Public



State of North Dakota  
County of Cass

My Commission Expires: 01-03-2020

DATED this 4<sup>th</sup> day of April, 2014.

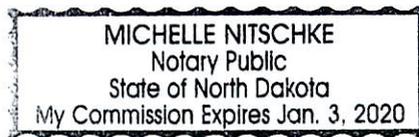
SUNDERLAND INS. SERVICES, INC.



By: Bradley Sunderland  
Its: Designated Responsible Producer

Subscribed and sworn to before me this 4<sup>th</sup> day of April, 2014.

Michelle Nitschke  
Notary Public



State of North Dakota  
County of Cass

My Commission Expires: 01-03-2020

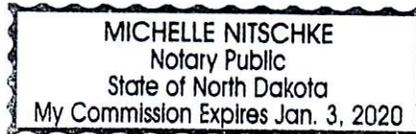
DATED this 4<sup>th</sup> day of April, 2014.

[Signature]  
BRADLEY SUNDERLAND

Subscribed and sworn to before me this 4<sup>th</sup> day of April, 2014.

[Signature]  
Notary Public

State of North Dakota  
County of Cass



My Commission Expires: 01-03-2020

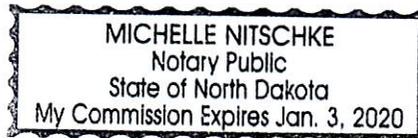
DATED this 4<sup>th</sup> day of April, 2014.

[Signature]  
DEREK SUNDERLAND

Subscribed and sworn to before me this 4<sup>th</sup> day of April, 2014.

[Signature]  
Notary Public

State of North Dakota  
County of Cass



My Commission Expires: 01-03-2020

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ADN WEALTH MANAGEMENT, GROUP, INC.

\_\_\_\_\_  
By: Jason Fettig  
Its: President

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_

My Commission Expires:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JASON FETTIG

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_

My Commission Expires:

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

LEGACY FINANCIAL SERVICES, LLC

By: Danny Weigand  
Its: President

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_  
County of \_\_\_\_\_

My Commission Expires:

DATED this 18 day of April, 2014.

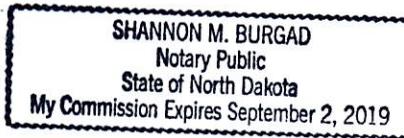
Danny Weigand  
DANNY WEIGAND

Subscribed and sworn to before me this 18 day of April, 2014.

Shannon M. Burgad  
Notary Public

State of ND  
County of Burleigh

My Commission Expires:



SHANNON M. BURROUGHS  
Notary Public  
State of Iowa  
My Commission Expires 12/31/2025