



STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
1511 PONTIAC AVENUE, BUILDING 69-2
CRANSTON, RHODE ISLAND 02920

IN THE MATTER OF:

BRENDAN LAWLER

RESPONDENT.

DBR No.: 2024-IN-008

&

NPN No.: 5422681

CONSENT AGREEMENT

It is hereby agreed between the Department of Business Regulation (“Department”) and Brendan Lawler (“Respondent”) as follows:

1. Respondent held a non-resident Rhode Island insurance producer license (License# 1046702, NPN# 5422681) with an expiration date of June 30, 2024.

2. That insurance producer license was made inactive on or about April 5, 2024, when the Department became aware that Respondent’s Massachusetts resident insurance producer license had been revoked through a Consent Agreement with the Massachusetts Division of Insurance.

3. A non-resident insurance producer license requires an active resident insurance producer license in a reciprocal jurisdiction in order to remain active. R.I. Gen. Laws § 27-2.4-10(a)(1).

The Rhode Island Consumer Complaint

4. On February 7, 2024, the Division received a consumer complaint from Consumer A regarding Respondent.



5. Consumer A alleged that Respondent received and cashed a check provided by the complainant as payment for a professional liability insurance policy. The check was written on December 30, 2022, for \$11,191 and was cashed by Respondent on January 4, 2023.

6. Consumer A received a Notice of Cancellation of Insurance letter effective October 17, 2023, and discovered it was due to nonpayment of premium, despite having delivered the \$11,191 check payment to Respondent, which was cashed.

7. Consumer A alleges that they have been unable to resolve this directly with the Respondent and that Respondent stole their money that was paid to Respondent in order to pay the premiums on an insurance policy.

8. On February 8, 2024, the Division emailed the complaint to Respondent and requested a response to the allegations in the consumer complaint within twenty-one (21) calendar days. That email was sent to the email address Respondent provided on his insurance producer license application, Office@blinsurancebrokerage.com. Contact information is required to be up-to-date as a condition of licensure.

9. After not receiving a response to the email sent on February 8, the Division emailed a second request by email for response to Respondent on March 5, 2024. That email was again sent to Respondent's email address in his licensing file.

10. On March 7, 2024, the Division received a consumer call from a different consumer asking questions about Respondent's business and whether the business was permanently closed.

11. On March 7, 2024, the Division called the business telephone number on file for Respondent and the number was no longer in service.



12. On March 19, 2024, having still not received a response from Respondent, the Division conducted an internet search. During this internet search, the Division found an article with information regarding Respondent and confirmed that Respondent's business was permanently closed on March 1, 2024, and that Respondent was no longer handling policies for its former clients.

13. The internet search also yielded information regarding a pending lawsuit against Respondent brought by an insurer for failure to remit over \$165,000 in collected insurance premiums.

14. On March 19, 2024, the Division mailed a letter to Respondent which referenced the consumer complaint and Respondent's failure to respond to the two (2) emails referenced above. This letter was sent via certified and regular mail to both Respondent's residential and business address, as provided on his license application and maintained as part of his continued licensure with the Department. The letters required a response to both complaints within 10 days, i.e., no later than Friday, March 29, 2024.

15. One of the certified mail letters was forwarded to a different address and the other is awaiting pickup at the post office after notice was left at the address. The letters sent through regular mail have not been returned to the Division, indicating that they were successfully delivered by the post office.

16. On March 28, 2024, the Division also became aware of a different complaint filed against Respondent in the New Bedford District Court. This complaint alleged a fact pattern similar to Consumer A's complaint: that \$16,754 in premium payments were paid to Respondent; the check was cashed by Respondent; the insurer did not receive the funds from Respondent; but in that case, the policy was never issued.



17. On or about April 3, 2024, the Department became aware of an administrative action taken against Respondent's individual and business entity resident insurance producer licenses. On March 22, 2024, the Massachusetts Division of Insurance and Respondent entered into a consent agreement whereby both of Respondent's licenses are revoked.

18. The Department worked with the Massachusetts Division of Insurance to identify a method of contacting Respondent and subsequently made contact with Respondent on April 15, 2024.

19. Respondent does not wish to respond to Consumer A's complaint at this time, and has no comment to the allegations, but is willing to enter into this Consent Agreement.

AUTHORITY

20. 230-RICR-10-00-2.4 states that "The Department may require a Licensee or Person required to be licensed to file a response to a complaint, question, or other request within fifteen (15) business days, or within any other time frame specified by the Department or otherwise required by law."

21. The Department's Insurance Division's Insurance Bulletin Number 2012-3 Email Complaint Contacts states that:

"All Insurers doing business in the State of Rhode Island are hereby required to provide the Department with an e-mail address for the primary individual responsible for handling all consumer complaint inquiries forwarded to the insurer by the Department." And "Insurers are also required to notify the Department electronically within 7 days of any change in the primary contact information provided."

22. R.I. Gen. Laws § 27-29-2(5) defines "Insurers" as:



“[A]ny person ... and any other legal entity engaged in the business of insurance, including agents, brokers, insurance producers, adjusters, and third-party administrators.”

23. R.I. Gen. Laws § 27-2.4-14(a) provides several bases for the Department to bring an action to revoke or suspend an insurance producer’s license including: “(4) Improperly withholding, misappropriating or converting any monies or properties received in the course of doing insurance business;” “(7) Having admitted or been found to have committed any insurance unfair trade practice or fraud;” and (8) “relating to the use of dishonest practices or trustworthiness.”

THEREFORE, based on the foregoing, Respondent and the Department have decided to resolve this matter without further administrative proceedings and hereby agree to the following resolution:

- I. Respondent is entering into this Consent Agreement to resolve this administrative matter concerning his insurance producer license fully and fairly.
- II. Respondent acknowledges the above referenced allegations regarding theft of money that was alleged by his former client, Complainant A.
- III. Respondent admits to failing to timely respond to the Department’s multiple inquiries.
- IV. Respondent agrees to the revocation of his Rhode Island insurance producer license.
- V. Respondent agrees to not apply for a Rhode Island resident or non-resident insurance producer license within ten (10) years. During that ten (10) years’ time, if Respondent applies for a license, the Department may summarily reject such



application based on this Order without any appeal rights pursuant to this Consent Order.

- VI. Waiver of Hearing and Appeal. By agreeing to resolve this matter through the execution of this Consent Agreement, Respondent knowingly and voluntarily waive any right to an administrative hearing and waive any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1 et seq.
- VII. Enforcement. If Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, Respondent will be in violation hereunder and the Department shall be entitled to immediately to take enforcement or other action in accordance with applicable law.
- VIII. Compliance; Other Laws. Compliance with the terms of this Consent Agreement does not relieve Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department or any other governmental agency.

Counsel for the Respondents and the Department hereby consent and agree on the foregoing on behalf of their respective clients the 25th day of April 2024.



Rhode Island Department of
Business Regulation
by its Legal Counsel

Brendan Lawler

Mariel R. Garcia

Mariel R. Garcia, Esq.
Matthew Gendron, Esq.

Brendan Lawler

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