



STATE OF CONNECTICUT

INSURANCE DEPARTMENT

IN THE MATTER OF:)
)
 ATTORNEYS FOR FREEDOM) Docket No. MC 19-109
)
 Respondent)

CEASE AND DESIST ORDER

The Insurance Commissioner of the State of Connecticut (hereinafter "the Commissioner") has cause to believe that the acts, practices, transactions, and course of business engaged in Connecticut by Attorneys for Freedom may be conducted in an illegal, unauthorized and improper way and that irreparable harm may be caused to the citizens of the State of Connecticut as a result thereof. As a result, the issuance of the following Cease and Desist order is warranted:

FINDINGS OF FACT

1.

Attorneys for Freedom (hereinafter "Respondent") is a foreign entity operating as a law firm with its principal office at 3185 S. Price Road, Chandler, AZ 85248. The Respondent is engaging in an insurance business and acting as an insurer in the State of Connecticut by providing insurance to Connecticut residents or persons authorized to conduct business in Connecticut through a program called Attorneys on Retainer ("AOR") whereby the Respondent provides coverage to gun owners for incidents involving the use of a firearm in self-defense. On its website, the Respondent claims that the AOR program "provides the ultimate self-defense plan for responsible gun owners, and the necessary legal defense and financial support if you are ever

involved in a self-defense incident. Owned and operated by the Attorneys For Freedom Law Firm, the Attorneys On Retainer Program provides you peace of mind knowing that you won't ever have to worry about funding your legal defense if you are charged with a crime (misdemeanor or felony) after a self-defense incident.” The Respondent markets the AOR program as a comprehensive self-defense plan that covers and funds all legal expenses and costs incurred by gun owners if they are charged with a crime or sued in a civil action after using a firearm in self-defense.

2.

The AOR program marketed by the Respondent includes a National Self Protection Plan, offered for \$35.00 per month or \$375.00 per year, and a Local Self-Protection Plan, offered for \$25.00 per month or \$255.00 per year.

3.

The Respondent claims that the AOR program covers subscribers even when they “are charged or convicted of a criminal act, were impaired by any drugs or alcohol, take a plea deal, the incident is deemed a domestic dispute, used an illegal weapon, have an invalid or no possession of a concealed weapons permit, the incident occurred in a gun-free zone, the incident involved a negligent or accidental discharge, or the gun owner is a prohibited possessor”.

4.

The AOR program includes “criminal and civil defense legal representation through trial, firearm reimbursement, cost of bail bonds, mental health services, expert witness and investigator fees, occupational security coverage (on-duty – paid), pro hac vice and travel expenses, all additional court costs and official fees, costs for retrials, victim representation coverage and scene cleanup”.

5.

The Respondent represents on its website that “The Attorneys on Retainer Self-Protection Plan provides a team of professional, experienced, and pro-freedom criminal defense attorneys standing by to assist clients 24/7/365 for self-defense-related incidents resulting in the possibility of criminal charges as well as civil defense in the event the client is sued civilly. Victim’s rights representation is also included”.

6.

The Respondent represents in its website that “Regarding Self-Defense Related Legal Matters only, AOR includes 100% of your attorneys’ fees through trial and any additional court costs and 3rd party expenses necessary to effective representation. Victim’s rights representation, civil defense and any necessary appeals are also included without any additional fees, costs, or expenses. Unless prohibited by your state, AOR also offers up to \$50,000 towards bail, \$4,000 towards scene cleanup, \$1,500 towards mental health counseling services, and \$1,000 towards firearm replacement reimbursement”.

7.

The Respondent represents in its website that “all expenses are paid as incurred, except for our firearms replacement reimbursement benefit” and that “as AOR is not insurance but instead utilizes the in-house team of lawyers from The Attorneys For Freedom Law Firm, there is no issue with “limits” ”.

8.

The Respondent represents in its website that “as an AOR member you do not have to worry about any extra legal fees so long as the three requirements are met:

- a. You are charged, or reasonably concerned about being charged, with either a felony or misdemeanor crime;
- b. You reasonably and in good faith assert you acted in self-defense or defense of a 3rd party as a defense to the charge; and
- c. The incident occurred after you joined the AOR Program.”

9.

The Respondent has entered into several agreements with residents of Connecticut or persons authorized to do business in Connecticut to provide coverage under the AOR program.

10.

In response to an inquiry about whether the Respondent offers the AOR program in Connecticut, the Respondent replied: “We do! Although the Attorneys for Freedom attorneys are admitted to practice law only in Arizona, we can get admitted to practice law in your state through the operation of the pro hac vice rules. Pro Hac Vice is a Latin term that translates to “for this occasion”.

11.

The Respondent, through its website and by other means of communication, including chat messaging or other electronic means, is soliciting and entering into insurance contracts with residents of Connecticut or persons authorized to do business in Connecticut whereby the Respondent, upon payment of a fee or other consideration, agrees to provide coverage to such Connecticut residents for any losses they may incur related to the payment of legal fees, court costs, 3rd party expenses, victim’s rights representation, civil defense costs, appeals costs and expenses, bail costs, incident scene cleanup, mental health counseling services, and firearm replacement reimbursements arising out of incidents involving the use of firearms.

12.

Connecticut General Statutes § 38a-1 provides that the term “insurance” “means any agreement to pay a sum of money, provide services or any other thing of value on the happening of a particular event or contingency or to provide indemnity for loss in respect to a specified subject by specified perils in return for a consideration. In any contract of insurance, an insured shall have an interest which is subject to a risk of loss through destruction or impairment of that interest, which risk is assumed by the insurer and such assumption shall be part of a general scheme to distribute losses among a large group of persons bearing similar risks in return for a ratable contribution or other consideration”.

13.

Regardless of the Respondent’s assertion that “AOR is not insurance”, the Respondent’s AOR program includes all the factors enumerated in the definition of insurance in Connecticut General Statutes § 38a-1 and is, therefore, an insurance contract under Connecticut law.

14.

Connecticut General Statutes § 38a-1 provides that the term “insurer” or “insurance company” includes any person or combination of persons doing any kind or form of insurance business other than a fraternal benefit society, and shall include a receiver of any insurer when the context reasonably permits.

15.

The Respondent is conducting an insurance business in Connecticut and is therefore an insurer within the definition of Connecticut General Statutes § 38a-1.

16.

Connecticut General Statutes § 38a-272 prohibits any person or insurer from doing, directly or indirectly, any of the acts of an insurance business, as defined in General Statutes § 38a-271, unless authorized under the general statutes. General Statutes § 38a-41 prohibits any insurer or health care center from doing any insurance business or health care business in this state, except if authorized by the Commissioner.

17.

The respondent does not hold a certificate of authority from the Commissioner and is, therefore, not authorized to engage in any insurance business or to place coverage as an insurer or otherwise in the state of Connecticut, nor has it ever been so authorized.

18.

Connecticut General Statutes § 38a-8 authorizes the Commissioner to administer and enforce all provisions relating to the insurance laws of our State, including the provisions of the Unauthorized Insurers Act, Connecticut General Statutes § 38a-271 *et seq.* The Commissioner can, therefore, assert jurisdiction over, issue orders and/or commence administrative proceedings against, any person that, in violation of Connecticut law, provides the types of insurance coverage offered in this state by the Respondents.

19.

Connecticut General Statutes § 38a-17 provides that if, in the opinion of the commissioner, any insurer, fraternal benefit society, health care center or residual market mechanism is doing business in an illegal or improper manner, the commissioner may order it to discontinue such illegal or improper method of doing business.

20.

Regardless of the Respondent's assertion that "AOR is not insurance", the AOR program marketed by the Respondent in Connecticut falls within the definition of insurance in Connecticut General Statutes § 38a-1, as it entails an agreement to pay a sum of money, provide services or any other thing of value on the happening of a particular event or contingency, i.e. a member incurring costs arising out of the use of a firearm, or to provide a form of indemnity for loss in respect to a specified subject by specified perils in return for consideration of the monthly membership fee payable for the AOR program. As it relates to the contracts issued by the Respondents, members have an interest which is subject to a risk of loss through destruction or impairment of that interest, which risk is assumed by the Respondent as part of a general scheme to distribute losses among a large group of persons bearing similar risks in return for a ratable contribution or other consideration by each member.

CONCLUSIONS OF LAW

1.

The facts set forth in paragraphs 1 through 20 of the Findings of Fact herein show that the Respondent is subject to the jurisdiction of the Commissioner and is subject to all appropriate provisions of the Connecticut Insurance Code pursuant to General Statutes § 38a-271 *et seq.* Said facts further show that the Respondent has been acting, and is currently acting, as an insurer and/or transacting the business of insurance in Connecticut without a subsisting certificate of authority in violation of General Statutes § 38a-272 and § 38a-41.

2.

The facts set forth in paragraphs 1 through 20 of the Findings of Fact herein show that the Respondent is acting as insurers in Connecticut by providing liability insurance without first

obtaining a certificate of authority from the Commissioner, in violation of General Statutes § 38a-41, and without having first filed such liability insurance products with the Commissioner and having obtained the Commissioner's approval prior to marketing such products, in violation of General Statutes § 38a-676.

3.

The facts set forth in paragraphs 1 through 20 of the Findings of Fact herein constitute grounds for the Commissioner to issue an order directing the Respondent to immediately discontinue engaging in an insurance business in Connecticut whereby they provide insurance to Connecticut residents or persons authorized to do business in Connecticut.

4.

The facts set forth in paragraphs 1 through 20 of the Findings of Fact herein constitute grounds, pursuant to General Statutes § 38a-278, for the Commissioner to subject the Respondent to a monetary penalty of up to \$50,000.00 for each and every act of violation of the Connecticut Insurance Statutes or any pertinent Rules and Regulations of the Connecticut Insurance Department, which amount may be increased by \$2,500.00 for the first offense and by an additional \$2,500.00 for each month during which any violation has continued.

5.

The facts set forth in paragraphs 1 through 17 of the Findings of Fact herein give the Commissioner reasonable cause to believe that the Respondent has violated, is violating, and will continue to violate the insurance laws of Connecticut. The aforesaid facts also show that the Respondent has not committed merely technical violations but has violated a basic tenet of public policy by transacting insurance in this State without a subsisting certificate of authority in violation of General Statutes §§ 38a-41 and 38a-272.

6.

The facts set forth in paragraphs 1 through 20 of the Findings of Fact herein give the Commissioner reasonable cause to believe that the probability of such continued violations constitutes a situation of imminent peril to the public welfare, and that the situation therefore imperatively requires immediate action.

Pursuant to Connecticut General Statutes § 38a-17, IT IS THEREFORE ORDERED by the Commissioner:

That the Respondent shall IMMEDIATELY CEASE AND DESIST offering the AOR program in Connecticut and from acting as an insurer with respect to subjects of insurance resident, located or to be performed in this state, transacting any other insurance business in Connecticut, or otherwise violating in any way the insurance laws of the State of Connecticut, except for the refund of any payment on existing contracts of insurance or other obligations for business placed in our state, which payments are to be made to each current subscriber to the AOR program without regard to any condition, exclusion or limitation contained in the AOR contracts sold or any other defense.

IT IS FURTHER ORDERED:

That any and all agents or representatives of the Respondent IMMEDIATELY CEASE AND DESIST from representing the Respondent in transactions involving the AOR program in this state or assisting the Respondent in the transaction of any other insurance business in Connecticut, or otherwise violating in any way the insurance laws of Connecticut.

SO ORDERED this 16th day of April, 2024.



Andrew N. Mais
Insurance Commissioner