

**Before the  
FEDERAL COMMUNICATION COMMISSION  
Washington, DC 20544**

In the Matter of	)	
	)	
Targeting and Eliminating Unlawful	)	
Text Messages	)	CG Docket No. 21-402
	)	
Rules and Regulations Implementing the	)	
Telephone Consumer Protection Act of 1991	)	CG Docket No. 02-278

**REPLY COMMENTS OF 28 STATE ATTORNEYS GENERAL**

**I. INTRODUCTION**

The undersigned State Attorneys General (“State AGs”) submit these Reply Comments in response to the Public Notice issued by the Consumer and Governmental Affairs Bureau,<sup>1</sup> seeking comment on the Federal Communication Commission’s (“Commission”) proposals to, *inter alia*, “ban the practice of obtaining a single consumer consent as grounds for delivering calls and text messages from multiple marketers on subjects beyond the scope of the original consent.”<sup>2</sup> Consistent with our respective and collective offices’ efforts in combatting illegal robocalls and text messages, and in response to those commenters advocating for measures that will provide lesser protection for consumers, the State AGs support the Commission’s intended goal of eliminating the current practices of the lead generation industry, unscrupulous voice service providers, and illegal robocallers that abuse the Commission’s rules governing prior express

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<sup>1</sup> Further Notice of Proposed Rulemaking, Targeting and Eliminating Unlawful Text Messages, CG Docket No. 21-402, Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991, CG Docket No. 02-278, March 16, 2023 (“March 2023 FNPRM”).

<sup>2</sup> March 2023 FNPRM at 22, ¶ 58.

written consent. In addition, the State AGs offer comments concerning the Commission's proposals with respect to text messaging.

## **II. PRIOR EXPRESS WRITTEN CONSENT**

### **A. The Lead Generation Problem**

Telemarketers, voice service providers, and scammers need people to call (or text). Thus, lead generation has proliferated into a billion-dollar industry<sup>3</sup> and has become a necessary component of the robocall ecosystem. Most obviously, there is the person or entity interested in placing calls to potentially solicit customers for any number of products or services or to swindle consumers into parting with their hard-earned money or personal information. Whether for telemarketing or for scams, the entity that wants to place the calls needs to select the phone numbers to call, needs technology to dial the calls *en masse*, and needs a voice service provider to connect the calls to the recipients. Each of these necessary functions is routinely outsourced to providers all over the globe, who facilitate and profit from facilitating robocalls.

A few months into the global COVID-19 pandemic, Assurance IQ, LLC (“Assurance”), an insurance company, filed a petition with the Commission seeking an expedited ruling regarding what constitutes prior express consent under the Telephone Consumer Protection Act (“TCPA”).<sup>4</sup> In its Petition, Assurance requested the Commission confirm that “where it is determined that a calling party has sufficient information to establish a reasonable basis to believe that they have

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<sup>3</sup> Lead generation involves collecting personal information, including telephone numbers, from consumers and then selling that information to third parties who want to use the leads to generate business. *See also* <https://www.statista.com/statistics/190328/us-online-lead-generation-spending-forecast-2010-to-2015/> (Accessed April 18, 2023).

<sup>4</sup> Petition for Expedited Declaratory Ruling Regarding the Application of 47 U.S.C § 227(b)(1) of the Telephone Consumer Protection Act, CG Docket 02-278, May 12, 2020 (“Petition”).

valid consent to make the call, the caller may rely on that consent for TCPA purposes until such time as the called party claims to the caller that he or she did not provide the consent.”<sup>5</sup> In its Petition, Assurance outlined its process for obtaining prior express consent from consumers, as follows:

Consumers seeking quotes through one of [Assurance’s] web sites...are first required to answer questions to provide information relevant to the formulation of a needs assessment. This information includes the customer’s name, telephone number...address, and [originating IP-address]...At the final step, in order to receive an online quote, the consumer sees, immediately above the submit or “get my quote” button, the statement, “By Clicking View My Quote, I agree to the below consents.” Adjacent to that button, the consumer sees the following:

*By clicking 'View My Quote', I expressly consent by electronic signature to receive marketing communication, including via calls using an automatic telephone dialing system and artificial or pre-recorded messages, emails, and text messages (SMS), from insurance companies or their agents, the owner of this website and its agents, representatives and affiliates, and partner companies to the phone number provided (including any wireless numbers). I understand that my consent to receive communications in this manner is not required as a condition of purchasing any goods or services, my telephone company may impose charges for these contacts, and I can revoke my consent at any time. If you are Medicare-eligible a representative may call you about a Medicare Advantage plan, Medicare Prescription Drug plan, Medicare Supplement plan or other Medicare plans. Not affiliated with the United States Government or the federal Medicare program.*

*By clicking 'View My Quote', I further agree to receive SMS notifications from Assurance short code 71953. Message and data rates may apply. Message frequency varies. You may receive alerts until you choose to opt out of this service by texting "Stop" to 71953 or replying "Stop" to any of our messages. Text "Help" to 71953 for assistance. Terms and Conditions and Privacy Policy and Do Not Sell My Personal Information*

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<sup>5</sup> Petition at 1 (internal citation omitted).

<sup>6</sup> Petition at 2-3.

Typically, a consumer is not required to click on the “partner companies” hyperlink, nor the hyperlinks for the “Terms and Conditions” or “Privacy Policy,” in order to click on the “View My Quote” button. If a discerning consumer clicks on the link for “partner companies,” Assurance redirects the consumer to a separate webpage,<sup>7</sup> wherein Assurance lists over 2,100 company names.<sup>8</sup> By simply requesting an insurance quote from Assurance via a web inquiry, Assurance has opened the floodgates for an unwitting consumer to receive thousands upon thousands of robocalls, emails, or text messages from not only Assurance and “its agents, representatives and affiliates” (whoever they are), but “other insurance companies or their agents” (whoever they are), as well as the 2,100+ companies.

In reviewing the list of Assurance “partner companies,” it is readily apparent that not all of these companies sell insurance products. Without performing an exhaustive internet search of all 2,100+ names, it appears that the list of partner companies includes businesses that sell automobile warranties or service contracts, solar panels, digital advertising, and debt relief services, to name a few. Interestingly enough, the list also appears to include lead generation and marketing companies, as well as companies with wholly generic names, such as ‘American,’ ‘Builders,’ ‘Electric,’ ‘Erie,’ ‘Fabric,’ ‘Facility,’ ‘Federal,’ ‘Inc.,’ and ‘LLC,’ to name a few. One can only speculate as to why such a list would contain such generic names.<sup>9</sup>

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<sup>7</sup> <https://assurance.com/tcpa-partner-companies> (accessed March 28, 2023).

<sup>8</sup> See State AG Reply Comment - Exhibit 1, attached.

<sup>9</sup> See *State of Ohio v. Aaron Michael Jones, et al.*, 2:22-cv-02700-ALM-KAJ (S.D. Oh. 2022), Complaint, 7/7/2022 at ¶ 69 (alleging that when a VoIP provider of an illegal robocaller had to respond to an ITG traceback request, the robocaller needed to “buy some time” before responding in order to add “auto services” language to the list of opt-in websites in the terms and conditions).

Assurance's business practice is not an anomaly. Telemarketers (and some voice service providers<sup>10</sup>) typically rely on the purported consent provided through data brokers, bots, or weblinks on websites. Various parties create marketing websites with consent forms and then sell the data (i.e., names and phone numbers) to intermediary 'aggregators,' who compile the lead data from multiple website publishers and then sell the data to other aggregators, and so on, until the telemarketers purchase the leads for solicitation purposes.<sup>11</sup> Multiple filers submitted comments into the record in response to Assurance's Petition, providing examples and greater explanation of these practices.<sup>12</sup>

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<sup>10</sup> See Order, *In the Matter of Urth Access, LLC*, File No. EB-TCD-22-00034232, December 8, 2022, at 6-7, ¶¶ 15-16 (Urth Access, a voice service provider sanctioned by the Commission, claimed, in response to a Traceback, that its customers obtained consent for student loan robocalls. Urth Access provided the Traceback group with purported consent logs that included website addresses through which the illegal robocallers captured the called party's consent. However, the Commission recognized that none of the websites had any connection to student loan assistance, but rather, concerned health insurance products/services. The Commission also recognized that the consent logs failed to provide adequate disclosure that would constitute valid consent, as required by the Commission's rules. The websites included TCPA consent disclosures whereby the consumer agreed to receive robocalls from "marketing partners." These marketing partners were only visible to the consumer if the consumer clicked on a specific hyperlink to a second website that contained the names of 5,329 entities.)

<sup>11</sup> See generally "Follow the Lead" Workshop, Staff Perspective (Sept. 2016) at [Staff Perspective: "Follow the Lead" workshop - September 2016 \(ftc.gov\)](#).

<sup>12</sup> See, e.g., Letter from Timothy J. Sostrin, Keogh Law, to Marlene Dortch, Federal Commc'ns Comm'n, CG Docket No. 02-278 (Aug. 12, 2020); Reply Comments of James Shelton in Opposition to Petition for Expedited Declaratory Ruling filed by Assurance IQ, LLC, CG Docket No. 02-278 (filed July 6, 2020); Reply Comments of Joe Shields on the Assurance IQ LL Petition for Expedited Declaratory Ruling, CG Docket No. 02-278 (filed July 6, 2020); Comments of ZipDX LLC, CG Docket No. 02-278 (filed May 28, 2020); Letter from National Consumer Law Center, et al. to Marlene Dortch, Federal Commc'ns Comm'n, CG Docket No. 02-278 (Aug. 12, 2020); Letter from National Consumer Law Center, et al. to Marlene Dortch, Federal Commc'ns Comm'n (Oct. 4, 2022).

## B. The Commission’s Proposed Solution and Requests for Comment

In the March 2023 FNPRM, the Commission proposes to amend 47 C.F.R. Section 64.1200(f)(9) by adding the below-emphasized language to the current rule:

The term prior express written consent means an agreement, in writing, bearing the signature of the person called that clearly authorizes the seller to deliver or cause to be delivered to the person called advertisements or telemarketing messages using an automatic telephone dialing system or an artificial or prerecorded voice, and the telephone number to which the signatory authorizes such advertisements or telemarketing messages to be delivered.

***Prior express written consent for a call or text may be to a single entity, or to multiple entities logically and topically associated. If the prior express written consent is to multiple entities, the entire list of entities to which the consumer is giving consent must be clearly and conspicuously displayed to the consumer at the time consent is requested. To be clearly and conspicuously displayed, the list must, at a minimum, be displayed on the same web page where the consumer gives consent.***<sup>13</sup>

In addition to comments on the proposed language set forth above, and whether or not it will “clarify consent” or “help to eliminate illegal text messages and calls,” the Commission seeks comment on alternatives to the proposed language that would better protect consumers from the harms of illegal robocalls or text messages.<sup>14</sup> The Commission also seeks comment on the principle that prior express consent to receive robocalls or text messages must be made directly to one entity at a time.<sup>15</sup>

The Commission additionally asks a series of questions regarding how its proposed new language would affect consumer use of comparison-shopping websites. First, it requests comments on how it can ensure consumers “can consent to obtain further information from the

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<sup>13</sup> March 2023 FNPRM at 34, Appendix C; compare 47 CFR § 64.1200(f)(9).

<sup>14</sup> March 2023 FNPRM at 23, ¶¶ 61 and 62.

<sup>15</sup> *Id.* at 23, ¶ 61.

site without receiving numerous calls and texts from unrelated companies.” Second, it requests that commenters discuss whether the new language would limit the value of comparison-shopping sites to consumers. Third, the Commission asks whether alternatives to the proposal exist that would better protect consumers from unwanted robocalls and texts that may result from use of comparison-shopping websites.<sup>16</sup>

The undersigned State AGs support the Commission’s consistent and long history of requiring that prior express written consent for telemarketing be directly between a specific consumer and one specific seller. Based upon our understanding of the TCPA, the Code of Federal Regulations (“Code”), and the Commission’s previous orders, there is no “lead generator loophole.” Rather, those who profit from the robocall ecosystem are ignoring established law.

As such, the State AGs respectfully suggest that in lieu of amending the current language of Section 64.1200(f)(9) as proposed, the Commission instead clarify that the existing requirements for prior express written consent to receive robocalls and texts are in line with the principle that such consent must be made directly to one entity at a time. By doing so, the Commission will better protect consumers and avoid likely disputes over interpretation of the term “logically and topically associated.”

The State AGs also believe that contrary to the opening comments offered by members of the telemarketing industry, the Commission’s proposed new language permitting consumer consent to apply to more than one seller at a time is not necessary for consumers to continue to enjoy the benefits of comparison-shopping websites. Rather, as addressed in Section C (iii) below, within the structure of the current rule, these websites can make slight shifts to how information is

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<sup>16</sup> *Id.*

displayed in a way that continues to provide consumers the benefit of comparison, without subjecting them to unwanted robocalls and texts.

**C. Discussion**

**(i) The Current Rules Require Consent to One Seller at a Time**

In 1991, Congress passed the TCPA to address consumer outrage “over the proliferation of intrusive, nuisance calls to their homes from telemarketers.”<sup>17</sup> The TCPA provides that it is unlawful to make certain calls and texts<sup>18</sup> using an automatic telephone dialing system<sup>19</sup> or an artificial or prerecorded voice.<sup>20</sup> In addition, the TCPA vests the Commission with authority to promulgate rules to implement this prohibition.<sup>21</sup> Pursuant to this authority, the Commission determined that autodialed, prerecorded, or artificially voiced calls that introduce an advertisement or constitute telemarketing are illegal unless the called party has given “prior express written consent” to be called.<sup>22</sup>

The Code provides that the called party must provide permission to the seller. The Code defines “Seller” as “the person or entity on whose behalf a telephone call or message is initiated for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or

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<sup>17</sup> Public Law 102-243, 105 Stat 2394 (Dec. 20, 1991) at Section 2 (6).

<sup>18</sup> In 2003, the Commission clarified that “calls” include text messages to wireless numbers. 2003 TCPA Order, 18 FCC Record at 14115, para. 165.

<sup>19</sup> In *Facebook v. Duguid*, 141 S.Ct. 1163, 1171 (2021), the Supreme Court clarified that “a necessary feature of an autodialer under § 227(a)(1)(A) is the capacity to use a random or sequential number generator to either store or produce phone numbers to be called.”

<sup>20</sup> See 47 U.S.C. § 227(b)(1)(A) and (B).

<sup>21</sup> 47 U.S.C. 227(b)(2).

<sup>22</sup> 47 C.F.R. 64.1200(a)(2).

services, which is transmitted to any person.”<sup>23</sup> Furthermore, the Code defines “prior express written consent,” in relevant part, as “an agreement, in writing, bearing the signature of the person called *that clearly authorizes the seller to deliver or cause to be delivered to the person called advertisements or telemarketing messages* using...an artificial or prerecorded voice... .”<sup>24</sup> Hence, for advertising and telemarketing robocalls, the Code establishes that there must be express written consent *by the called party to the seller*.

Next, the Code delineates the requirements for the written agreement as follows:

- (i) The written agreement shall include a *clear and conspicuous disclosure* informing the person signing that:
  - (A) By executing the agreement, *such person authorizes the seller* to deliver or cause to be delivered to the signatory telemarketing calls using an automatic telephone dialing system or an artificial or prerecorded voice ...<sup>25</sup>

Courts interpret “clear and conspicuous” to mean a notice that would be apparent to the reasonable consumer, separate from advertising copy or other disclosures.<sup>26</sup>

The plain language of the existing rules makes clear that the Commission already intended for consent under the TCPA to be directly between a specific consumer and a specific seller. The Commission’s orders adopting these rules confirm this interpretation. For example, in 1995, in one of the first Commission orders implementing the TCPA, the Commission observed that

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<sup>23</sup> 47 C.F.R. §64.1200(f)(10).

<sup>24</sup> 47 C.F.R. § 64.1200(f)(9) (emphasis added).

<sup>25</sup> *Id.* (emphasis added).

<sup>26</sup> *See Lundbom v. Schwan’s Home Service, Inc.*, 2020 WL 2736419 (D. Or. 2020); *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 954-955 (9th Cir. 2009); *Karpilovsky v. All Web Leads, Inc.*, No 17 C 1307, 2018 WL 3108884, \*5 (N.D. Ill. 2018).

although the statute does not define “express permission” or “invitation” from a consumer to permit telemarketing calls, Congress did not intend to allow telephone solicitation calls unless the called party (a) clearly stated that the telemarketer may call, and (b) clearly expressed an understanding that the telemarketer’s subsequent calls will be made for the purpose of encouraging the purchase of goods or services.<sup>27</sup>

Also, in its 2012 TCPA Order,<sup>28</sup> the Commission declared it would “maximize consistency with the Federal Trade Commission’s (“FTC”) analogous Telemarketing Sales Rule (“TSR”)”<sup>29</sup> by adopting its current rules on consent:

Consistent with the FTC’s TSR, [the Commission concludes] that a consumer’s written consent to receive telemarketing robocalls must be signed and sufficient to show that the consumer: (1) received ‘clear and conspicuous disclosure’ of the consequences of providing the requested consent, i.e., that ***the consumer will receive future calls that deliver prerecorded messages by or on behalf of a specific seller***; and (2) having received this information, agrees unambiguously to receive such calls at a telephone number the consumer designates.<sup>30</sup>

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<sup>27</sup> In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991, Memorandum Opinion and Order, 10 FCC Record 12391, 12396 (Aug. 1995) at ¶11 (emphasis added).

<sup>28</sup> Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991, CG Docket No. 02-278, 27 FCC Record 1830, February 15, 2012 (“2012 TCPA Order”).  
[https://docs.fcc.gov/public/attachments/FCC-12-21A1\\_Rcd.pdf](https://docs.fcc.gov/public/attachments/FCC-12-21A1_Rcd.pdf)

<sup>29</sup> 2012 TCPA Order, at 1831, ¶ 1.

<sup>30</sup> *Id.* at 1844, ¶ 33 (emphasis added).

The TSR also requires the seller to obtain prior express consent from the called party.<sup>31</sup> When the FTC amended the TSR in 2008 to prohibit telemarketing calls delivering prerecorded messages without a consumer's express written agreement to receive such calls, the FTC responded to consumer comments expressing concern for their contact information being shared with affiliates or other companies. The FTC unequivocally stated that a "consumer's agreement with a seller to receive calls delivering prerecorded messages is *non-transferrable*. Any party *other than that particular seller* must negotiate its own agreement with the consumer to accept calls delivering prerecorded messages. Prerecorded calls placed to a consumer on the [National DNC Registry] by some third party that *does not have its own agreement* with the consumer would violate the TSR."<sup>32</sup> Like the amended TSR, the TCPA and the Code allow sellers and telemarketers to call any person whose number has been entered on the National DNC Registry if that person has given his or her "prior express invitation or permission" to call, in writing and signed.<sup>33</sup> Consequently, the so-called "loophole" is just a figment of the lead generation industry's

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<sup>31</sup> See 16 C.F.R. § 310.4(b)(1)(v)(A) (in order to initiate any outbound telephone calls that deliver prerecorded messages to induce the purchase of goods or services, *the seller must obtain an express, written agreement from the called party*).

<sup>32</sup> See Federal Register, Vol. 73, No. 169, August 29, 2008, at 51182 (emphasis added); <https://www.ftc.gov/business-guidance/resources/complying-telemarketing-sales-rule#prerecordedmessages>. ("**Does a consumer's written agreement to receive prerecorded message calls from a seller permit others, such as the seller's affiliates or marketing partners, to place such calls?** No. The TSR requires that the written agreement identify the single "specific seller" authorized to deliver prerecorded messages. The authorization does not extend to other sellers, such as affiliates, marketing partners, or others. **May a seller obtain a consumer's written permission to receive prerecorded messages from a third-party, such as a lead generator?** No. The TSR requires the seller to obtain permission directly from the recipient of the call. The seller cannot rely on third parties to obtain permission.")

<sup>33</sup> 47 CFR 1200(c)(2)(ii) (emphasis added); see also, *Report to Congress Pursuant to the Do No Call Implementation Act on Regulatory Coordination in Federal Telemarketing Laws Submitted by The Federal Trade Commission* at 19 ("Like the amended TSR, the revised TCPA Regulations allow sellers and telemarketers to call any person whose number has been entered on the National Do Not Call Registry if that person has given his or her 'prior express invitation or permission' to call, in writing and signed.").

collective imagination. The State AGs respectfully submit that consent under the TCPA is between one specific consumer and one specific seller.

In 2015, the Commission further put the consumer in command by clarifying that “a called party may revoke consent at any time and through any reasonable means. A caller may not limit the manner in which revocation may occur.”<sup>34</sup> To allow third parties to gather consent would effectively limit the manner in which consumers who seek to revoke consent can do so. Consumers would be forced to first receive robocalls from a seller and then revoke consent individually to each seller. Third-party lead generators that gather consent for multiple sellers do not generally maintain a relationship with the sellers past the sale of consumer consent data, and thus, they cannot reliably transmit a revocation of consent from a consumer.

As a result, if a consumer initially consents to receive robocalls through a third-party lead generator, or if fabricated consent is fraudulently provided to a third-party lead generator, then the consumer cannot subsequently revoke consent through the lead generator and is likely to receive an ongoing barrage of robocalls from sellers who purchase the consumer’s information. Consumers who, for example, wish to receive information on mortgage rates do not need or desire mortgage related solicitations in perpetuity. Rather, in most instances, the consumer will either refinance or purchase a home, or they will change their mind after some time and no longer wish to receive solicitations.

However, when third-party lead generators collect and sell a consumer’s consent, the consumer cannot effectively revoke consent after the consumer’s need for mortgage information has passed. Rather, each time the lead generator sells the consumer’s information, and a seller

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<sup>34</sup> Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991; American Association of Healthcare Administrative Management, Petition for Expedited Declaratory Ruling and Exemption; et al, FCC 15-72, ¶ 48. [https://docs.fcc.gov/public/attachments/FCC-15-72A1\\_Rcd.pdf](https://docs.fcc.gov/public/attachments/FCC-15-72A1_Rcd.pdf).

calls, the consumer must answer the unwanted robocall and revoke consent to the individual seller. This is another important reason why the Commission's rules should not be amended to permit web-based consent from one consumer to apply to multiple sellers, even sellers of logically or topically related services.

The March 2023 FNPRM suggests a clear line in the sand in its proposal to “ban the practice of obtaining a single consumer consent as grounds for delivering calls and text messages from multiple marketers on subjects beyond the scope of the original consent.” However, the State AGs respectfully submit that the Commission's proposed solution will not achieve this result. Under the Commission's proposed amendments, multiple entities would be legally permitted to rely on the consent provided to another, totally separate entity. Instead of hyperlinks to separate websites, it is likely that hundreds, if not thousands, of so-called ‘marketing partner’ names will be crammed onto consent pages. Sellers, telemarketers, and voice service providers will most likely declare such practice is ‘clear and conspicuous’ because all the consumer has to do to see the fine print is to click on the magnifying glass icon to increase the size of the font on the computer screen.

In summary, the proposed amendment in Appendix C of the March 2023 FNPRM will not achieve the intended purpose, but it will open doors to new tricks and gimmicks. Instead, the Commission should simply clarify and reiterate that consent under the TCPA is between one specific consumer and one specific seller. If another seller wants consent to send robocalls to that consumer, then that other seller should independently obtain consent—no more hyperlinks, no more ‘marketing partners,’ and no more confusion.

(ii) **The Commission Should Confirm Compliance with the Federal E-Sign Act**

The Code also requires the written consent for telemarketing to comply with the federal Electronic Signatures in Global and National Commerce Act (“E-Sign Act”).<sup>35</sup> The Code states that the called party’s “signature shall include an electronic or digital form of signature, to the extent that such form of signature is recognized as a valid signature under applicable federal law or state contract law.”<sup>36</sup> The E-Sign Act enables the validity and enforceability of electronic signatures. Pursuant to the E-Sign Act, an “electronic signature means an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.”<sup>37</sup>

Hence, basic E-Sign law requires that for every agreement made electronically, there be four separate elements to constitute consent: (1) an electronic sound or process, such as the click of a mouse; (2) that is attached to or logically associated with a contract or agreement; (3) executed or adopted by the person; (4) with the intent to sign the agreement. Simply put, one cannot intend to sign an agreement when one does not know what the agreement is. Consequently, extending permission for telemarketing to entities and for services that are not specifically identified on the webpage where the consumer clicks to give permission to a specific seller does not provide the requisite intent.

In the Commission’s 2012 TCPA Order, the Commission concluded that “consent obtained in compliance with the E-Sign Act will satisfy the requirements of its revised rule, including permission obtained via an email, website form, text message, telephone keypress, or voice

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<sup>35</sup> 15 U.S.C. § 7001, *et seq.*

<sup>36</sup> 47 C.F.R. § 64.1200(f)(9)(ii).

<sup>37</sup> 15 U.S.C. § 7006(5).

recording.”<sup>38</sup> The Commission further concluded that “[a]llowing documentation of written consent under the E-Sign Act [would] minimize the costs and burdens of acquiring prior express written consent for autodialed or prerecorded telemarketing calls while protecting the privacy interests of consumers.”<sup>39</sup>

In addition to restricting prior written consent for telemarketing to one specific seller, current Commission rules require the consent to be in writing and comply with federal E-Sign Act requirements. Accordingly, the undersigned State AGs request that the Commission reiterate that practices such as those employed by Assurance, as described above, violate Commission rules. Claims by “marketing partners” (listed on a separate webpage or website) that a consumer’s mouse click provided valid written consent for telemarketing are invalid. Moreover, because the E-Sign Act requires that the agreement be presented in writing,<sup>40</sup> there is no authority for concocting oral consent during a robocall.<sup>41</sup>

**(iii) Reaffirming that the Current Rule Already Requires One Consent to One Seller at a Time Will Not Limit the Value of Comparison- Shopping Sites to Consumers.**

As mentioned above, the Commission also requested the following input concerning its proposed modification of its rule regarding preexisting consumer consent to telemarketing calls and texts to allow one consent to apply to multiple sellers:

Consumers may find comparison shopping websites helpful; how can we ensure that they can consent to obtain further information from the site without receiving numerous calls and texts from unrelated companies? Commenters should discuss whether our

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<sup>38</sup> Small Entity Compliance Guide, CG Docket No. 02-278, May 13, 2013 (“FCC Compliance Guide”), at p. 4; *citing* 2012 TCPA Order at 27 FCC Record 1830, 1844, ¶ 34.

<sup>39</sup> FCC Compliance Guide, at 4.

<sup>40</sup> 15 U.S.C. § 7001(c)(1).

<sup>41</sup> 15 U.S.C. § 7001(c)(6).

proposal would limit the value of comparison-shopping sites to consumers.<sup>42</sup>

In the opening comment period, several commenters that support or operate comparison-shopping websites supported modifying the rule to expand consent to multiple sellers, arguing that requiring one consent per consumer would reduce access to and increase the cost of credit, deprive consumers of choice, and stifle competition.<sup>43</sup> For example, Lending Tree represents:

[The] proposal will harm consumers, consumer welfare, and the competition that comparison-shopping websites promote among multiple providers and sellers. Such a limitation undermines the very reason that a consumer seeks out and visits a comparison-shopping website, which is to obtain simultaneous offers from multiple, competing sellers and providers, rather than having to shop from seller to seller on their own.”<sup>44</sup>

Similarly, Drips, which describes itself as a “conversational outreach platform that helps compliant businesses set appointments with consumers who have existing business relationships or provided written consent to be contacted for specific purposes,”<sup>45</sup> claims:

Suggesting that consent should only be able to be made in a 1:1 fashion is an oversimplification to a nuanced problem. This would effectively kill all comparison-shopping websites, consumer choice, and online marketplaces as we know it.<sup>46</sup>

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<sup>42</sup> March 2023 FNPRM at 23, ¶61.

<sup>43</sup> See e.g., Comments of Lending Tree, LLC, CG Docket No. 02-278 (May 8, 2023) (“Lending Tree Comments”); Letter from Drips, CG Docket No. 02-278 (May 8, 2023) (“Drips Letter”); Letter from Online Lenders Alliance, CG Docket No. 02-278 (May 8, 2023).

<sup>44</sup> Lending Tree Comments at 12.

<sup>45</sup> Drips Letter at 1.

<sup>46</sup> *Id.* at 3.

The State AGs disagree that enforcing the existing rule would harm consumer welfare and “effectively kill all comparison-shopping websites.” Comparison-shopping websites such as Lending Tree provide a service to consumers by gathering potential credit options in one place, but they do not perform a hard credit pull and do not provide firm offers of credit. As a result, consent is not necessary for their services to be offered and any related benefit to be rendered. Rather, consumers could use these services and then select the lender or lenders they wish to hear from individually. It is not necessary that a consumer be required to agree to receive robocalls or robotexts from multiple, potentially hundreds of other lenders in order for them to access the services of comparison-shopping websites.

Indeed, it is permissible under the current rules for a comparison-shopping site to collect express consent from individual sellers for telemarketing calls or texts on their websites. The website simply must clearly and conspicuously disclose the names of the sellers that may contact the consumer and ask the consumer to consent specifically to each seller from which they agree to receive calls or texts. The current rule does not prevent sellers from obtaining express consent. Therefore, the current rule does not undercut the business model insofar as that model relies on sellers obtaining specific consent from a consumer on a one-by-one basis.

In short, enforcing the rules to require pre-existing written consent to call or text a consumer for purposes of telemarketing from one consumer to one seller at a time will not reduce consumer access to credit, deprive consumers of choice, or stifle competition in the comparison-shopping industry. Rather, enforcing the current rule better protects consumers by requiring that they proactively consent to receiving further information from other companies. The State AGs therefore ask the Commission to reject commenter claims that enforcing the current rule would impair the value of comparison-shopping sites to consumers.

### **III. TEXT MESSAGES**

#### **A. The Illegal Text Problem**

With the advent of mobile phones, the speed and the ease with which we communicate with others has increased exponentially. This increased speed creates circumstances that make consumers more vulnerable to robotext fraud. Consumers rely upon their mobile phones to receive communications that are characteristically short, but often important. As such, it is easier for bad actors to disguise their identities through a text message, in comparison to an illegal robocall or phishing e-mail. During a phone call or while reading an e-mail, the would-be victim has additional time to identify the scam, whereas this is not so with a short text message containing a malicious link. Simply by tapping (inadvertently or purposefully) the link in a text, consumers may expose their phones to malware and viruses. Given the amount of personal information contained on our cellular phones, the potential financial and personal privacy harms are vast.

The evidence already before the Commission supports a need to enact effective rules to address the continuing threat scam robotexts pose to consumers. As the Commission recognized, the number of spam text messages that wireless providers blocked grew ten times, from an estimated 1.4 billion in 2015 to 14 billion in 2020.<sup>47</sup> In addition, consumers have reported \$231 million in losses from text message scams in the first three quarters of 2022, which is greater than the losses reported in 2020 and 2021 combined.<sup>48</sup>

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<sup>47</sup> March 2023 FNPRM at 3, ¶ 6.

<sup>48</sup> *Id.* at 4, ¶ 6.

To curb the onslaught of illegal robotexts, the Commission seeks comment on whether it should adopt processes similar to those in place for illegal robocalls. Specifically, the Commission proposes, *inter alia*, to require terminating providers to block texts from a sender after the providers are on notice from the Commission that the sender is sending illegal texts, and to extend the National Do-Not-Call (“DNC”) Registry’s protections to text messages.<sup>49</sup> The State AGs commend the Commission’s attention to the particular issue of illegal robotexts, distinct from the issue of illegal robocalls, and support the Commission’s efforts to review, clarify, and refine rules that aim to enhance protections for consumers and honor their requests not to be bombarded by illegal robotexts.

**B. Blocking Texts upon Commission Notification**

In the March 2023 FNPRM, the Commission proposes to “require terminating mobile wireless providers to investigate and potentially block texts from a sender after they are on notice from the Commission that the sender is transmitting suspected illegal texts, similar to [the Commission’s] requirement for gateway providers with respect to voice calls.”<sup>50</sup> Based on the Commission’s proposal, the State AGs presume that the Commission’s Enforcement Bureau would issue an official notice of suspected illegal texts to a terminating mobile wireless provider (“terminating provider”).<sup>51</sup> The terminating provider would then promptly investigate the identified text(s) and either block the texts and substantially similar texts on an ongoing basis or

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<sup>49</sup> *Id.* at 3, ¶ 4.

<sup>50</sup> *Id.* at 20, ¶ 50.

<sup>51</sup> *Id.* at 20, ¶ 52.

respond to the Commission that the terminating provider has a reasonable basis for concluding that the identified texts are not illegal.<sup>52</sup>

To begin, the State AGs support the principle that all entities in the wireless messaging ecosystem have an obligation to do their part to preserve the trust in, and utility of, messaging services.<sup>53</sup> This includes those providers who ultimately deliver illegal texts to consumers. However, because State AGs, along with the Commission, also understand that the messaging and voice ecosystems each have significantly different infrastructures,<sup>54</sup> we are mindful that comparable success in mitigating illegal robotexts may not precisely align with the playbook that has been so effectively devised and refined by the Commission to mitigate illegal robocalls.

Therefore, to the extent that the Commission has determined that extending the robocall blocking protocols to robotexts will actually bring a measurable benefit to consumers across the country in preventing fraud, the State AGs support such a proposal. The State AGs further urge the Commission to continue exploring ways in which rules specific to the unique infrastructure, players, and technology of messaging and robotexting can be proposed and deployed to effectively and efficiently mitigate the continuing, burgeoning threat targeting our consumers.

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<sup>52</sup> *Id.*

<sup>53</sup> See CTIA, *Messaging Principles and Best Practices*, <https://www.ctia.org/the-wireless-industry/industry-commitments/messaging-interoperability-sms-mms> (last visited May 2, 2023) (enumerating a set of voluntary best practices developed in July 2019 by CTIA, the messaging industry association, and its member companies throughout the wireless messaging ecosystem).

<sup>54</sup> Reply Comments of Fifty-One (51) State Attorneys General, Targeting and Eliminating Unlawful Text Messages at 4, CG Docket No. 21-402 (Dec. 9, 2022).

### C. Clarifying Do-Not-Call Protections for Text Messages

To the extent that it may be unclear, the Commission proposes to “clarify that the National DNC Registry protections apply to text messages as well as voice calls and to codify this clarification in [the Commission’s] rules.”<sup>55</sup> Previously, the Commission has stated that “text messages” are “calls” for TCPA purposes and has taken the position that the National DNC Registry protects consumers from unwanted marketing text messages.<sup>56</sup> However, the Commission has not explicitly included text messages in the codified DNC rules.<sup>57</sup>

As the Commission recognized, the National DNC Registry has been operational for almost twenty years and currently protects over 246 million telephone numbers from telemarketing sales calls.<sup>58</sup> As with our respective state DNC registries, the National DNC Registry is popular among consumers, as it provides a means through which consumers can exercise a modicum of control over the marketing telecommunications they choose to receive.

The State AGs support the Commission’s proposal to clarify that the National DNC Registry protections will apply to marketing text messages. Such clarification is a common-sense approach to eliminate any potential confusion in the industry and has the added benefit of providing protection to consumers regardless of whether the texting party utilizes an autodialer.<sup>59</sup>

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<sup>55</sup> March 2023 FNPRM at 21, ¶ 55.

<sup>56</sup> *Id.*

<sup>57</sup> *Id.*

<sup>58</sup> *Id.*

<sup>59</sup> *Id.* at 22, ¶ 57.

#### IV. CONCLUSION

The undersigned State AGs thank the Commission for the opportunity to present these comments in this proceeding and reaffirm our commitment to work with the Commission in combatting illegal robocalls and text messages. We respectfully urge the Commission to take this opportunity to shut down these unreliable and illegal methods of purportedly obtaining consent from consumers for marketing robocalls and texts. To that end, the State AGs recommend the Commission issue an Order that clarifies and confirms that its existing rules concerning “prior express written consent” contemplate consent between a specific consumer and one specific seller. This measure, as well as the other recommended measures set forth above, will ultimately better protect consumers from unwanted robocalls and text messages, which is a goal that the Commission and the State AGs collectively share.

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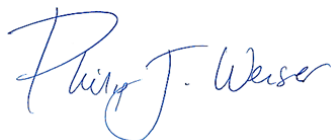
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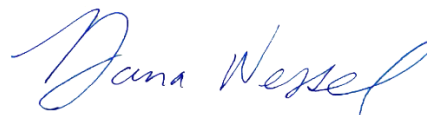
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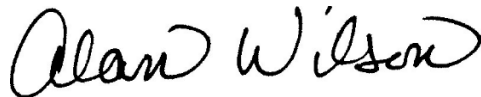
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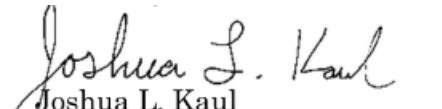
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Attorney General of Wyoming

## State AG Reply Comment – Exhibit 1

1st Century  
21st Century  
21st Century Insurance  
2insure4less  
5 Star Auto Protection  
7Made Media  
AAA Auto Warranty  
AAA Insurance Co.  
AA Auto Protect  
AABCO  
AA Media Inc  
AARP  
ABCLeads  
A&B Insurance and Financial  
Abrazo Health  
Absolute Health Agents  
ACA Express  
Acceptance  
Acceptance Insurance  
Access Insurance  
AccordantMedia  
Accuquote  
ACE Global Marketing LLC  
ACE Solutions  
Acme  
Acordia  
Acquisition Tech  
Acquisition Technologies  
ACSC  
Adexec Services  
Admaric Insurance Agency  
AdMediary  
Admiral Life  
AdoptAContractor  
Adrea Rubin  
Adrian Adams Agency  
Adsparkx Digital  
ADT  
ADT Solar  
Advance Consultants LLC  
Advanced Vehicle Protection Center  
Advantra  
Advocate Health  
Advocator Group  
Aegis First  
Aegis Security  
Aegon US Holding Corp.  
Aetna  
A & E Vehicle Services  
Affinity Health Plan  
Affirmative  
Affordable Healthcare Partners  
Affordable Health Insurance Group  
Affordable Insurance Group Inc.  
Affordable Senior Health Solutions  
AFLAC  
AGA  
Agency Incline  
AgentCubed Marketplace  
Agent Insider  
Agent Marketing Partners  
Agentra Healthcare  
AHCP  
AHH  
AHIA  
AHIX

AIB  
AIG  
AIG Direct  
AIO  
AIP  
AIS  
AIU  
AIU Insurance  
Alfa Insurance  
Alfonzo Insurance Allstate Agency  
Alieria Healthcare  
All Access Health Insurance  
All American Health Agency  
Allcare United  
Allcare United LLC  
AllDigitalPromotions  
All Digital Promotions  
Allegiant Group  
Alliance  
Alliance 321  
Alliance and Associates  
Alliance & Associates  
Alliance Insurance  
Alliance National Health  
Allianz  
Allied  
Allied Health  
Allied Health Insurance Associates  
Allied Health Insurance Associates LLC  
Allied Insurance  
Allied Insurance Partners  
Allina Health  
All Nation  
All Risk  
Allstate  
Allstate County Mutual  
Allstate Indemnity  
Allstate Insurance  
AllWebLeads  
All Web Leads  
Alpha Benefits Center  
Alphatech Resource Holdings s.r.o  
Alpine Digital Group, Inc.  
America Auto Care  
America Direct  
American  
American Adventure Insurance  
American Alliance  
American Automobile Insurance  
American Automotive Alliance, LLC  
American Banks  
American Benefits  
American Benefits Group  
American Casualty  
American Commerce Insurance Company  
American Continental  
American Deposit Insurance  
American Direct Business Insurance  
American Economy  
American Empire Insurance  
American Family  
American Family Insurance  
American Family Mutual  
American Fidelity Corp.  
American Financial  
American General

American Health & Life Associates  
 American Health Marketplace  
 American Health Plans  
 American Health Reform Solutions  
 American Health Solutions  
 American Health Underwriters  
 American Home Assurance  
 American Income Life  
 American Income Life Insurance Company  
 American Income Life Insurance Company Family  
 American Insurance  
 American Insurance Agencies  
 American Insurance Agencies Direct  
 American Insurance Agencies Direct Inc.  
 American Insurance Company  
 American Insurance Organization  
 American Insurance Organization, LLC  
 American International  
 American International Ins  
 American International Pacific  
 American International South  
 American Life & Health  
 American Manufacturers  
 American Mayflower Insurance  
 American Motorists Insurance  
 American National  
 American National Insurance  
 American National Insurance Co  
 American National Property and Casualty  
 American Premier  
 American Premier Insurance  
 American Protection Insurance  
 American Reliable  
 American Republic  
 American Republic Insurance Co.  
 American Savers Plan  
 American Security Insurance Company  
 American Select  
 American Select Health  
 American Senior Med  
 American Service Insurance Agency  
 American Skyline Insurance Company  
 American Spirit Insurance  
 American Standard  
 American Standard Insurance - OH  
 American Standard Insurance - WI  
 American States  
 American Workers Insurance Services  
 Americare  
 Americare/American Enterprise  
 Americare Group  
 America's Health Advisors  
 Americas Health Brokers  
 America's Health Care Plan  
 Americas Health Group  
 America's Insurance  
 America's Moneyline, Inc.  
 America's Trust  
 America's Trust, Inc.  
 AmeriChoice  
 Americo  
 Amerigroup  
 AmeriHealth  
 Amerilife  
 AmeriLife Group, LLC  
 Amerilife Marketing Group, LLC  
 AmeriPlan  
 Ameriprise  
 Ameriprise Financial Group

Ameriquote  
 AmeriSave  
 Amerisure  
 Amica  
 Amica Insurance  
 AmOne  
 Angelic Marketing Group  
 Angelic Marketing Group, LLC  
 Anheo Insurance Solutions LLC  
 Anheo Insurance Solutions LLC.  
 ANPAC  
 Answer Financial  
 Anthem  
 Anthem BCBS  
 Anthem / BCBS  
 AON  
 Aon Corp.  
 APEX Health Plans  
 API  
 Appliant  
 Apollo Insurance Group  
 Apollo Interactive  
 Applied General  
 Aragon Advertising  
 Aragon Advertising LLC  
 Arbella  
 Ardent Health Services  
 Arizona General  
 Armed Forces Insurance  
 Arrowhead  
 Arrowstar Insurance Center  
 Art Institute  
 Assigned Risk  
 Associated Indemnity  
 Associated Insurance Managers  
 Assurance IQ, Inc.  
 Assurant  
 Assured Benefits Direct  
 Assured Health Group LLC  
 Assured Life  
 Assure Media  
 Astonish  
 Astoria Company  
 Atlanta Casualty  
 Atlanta Specialty  
 Atlantic Auto Protection  
 Atlantic Blue Media  
 Atlantic Health  
 Atlantic Health Advisors  
 Atlantic Indemnity  
 Atlantis  
 Atlantis Health Group  
 Atomic Leads  
 Atreus Medicare Group  
 Austin Mutual  
 AutoCarenow.com  
 Auto Club Insurance Company  
 Auto Insurance Guide  
 Automobile Association of America  
 Automobile Club of Southern California  
 Auto Owners  
 Auto Protection 1  
 Auto Protection Club  
 Auto Repair Network  
 Auto Repair Protection Services  
 Auto Service Center  
 Auto Warranty Savings Center  
 Avendia  
 Avendia Management

Avenge Digital  
Aviva  
Avmed  
AvMed Inc.  
Avomark  
AXA  
AXA Advisors  
AXAD Capital  
AXA Insurance Group  
Badger Mutual  
Balanced Life Agency  
Banker's Fidelity  
Bankers Hill Insurance  
Bankers Life and Casualty  
Bankers & Shippers  
Bankrate  
Bankrate, Inc.  
Bankrate Insurance  
Banner Life  
Bantam Connect  
Bartleson Brokers  
Bayside  
BBSR Group  
BCBS  
BCBS of Alabama  
BCBS of Florida  
BCBS of Michigan  
BC Group LLC  
BE Marketing Solutions Inc.  
Benefit Advisors  
Benefit Mall  
Benefit United LLC  
Benepath  
Bennett FMO  
Bennett Insurance Agency  
Best Agency USA  
Best Health Options  
Best Insurance Group  
Bestow  
Better Health Alternatives  
Better Living Health Services  
Better Mortgage Corporation  
Beyond Finance, DBA Accredited Debt Relief  
BH Insurance Solutions, LLC  
Bianco  
Black Optek  
Blueberry  
Blue Choice  
Blue Cross  
Blue Cross - Anthem  
Blue Cross Blue Shield  
Blue Cross/Blue Shield Association Companies  
Blue Cross of South Carolina  
Blue Ink Digital  
Bluensure Insurance  
Blue Nsure Insurance  
Blue Shield of California  
Blue Summit  
Blue Summit Insurance Solutions  
Blue Wing Ads  
BMP Insurance  
Bold Media Group  
Bolt  
Bonneville  
Boost  
Boost Health  
Boost Health Insurance  
Boston Old Colony  
Bravo Health

BridgeNet  
BridgeNet Insurance  
Bright Health Plan  
Bright Health Solutions  
Bright Idea Insurance Solutions, Inc.  
Brightway  
Bristolwest  
Bristol West  
Brokers Alliance  
Brooke Franchise Corporation  
Brooke Insurance  
Brookstone Financial  
BRXTN Digital Media  
Budget Family Insurance  
Builders  
Burial Expense  
c0aster  
Cal Farm Insurance  
Caliber Health Solutions  
Caliber Home Loans  
Caliber Home Loans, Inc.  
California Casualty  
California State Automobile Association  
Call4SeniorSavings.com  
Call Blade  
CallCore  
CallCore Media  
Call Lead Solutions  
Call Trader  
Call Trader LLC  
Cambia  
Camden  
CAN  
CancerInsurance.com  
Candid Maven  
Capital Auto Protection  
Capital Choice  
Capital District Physicians Health Plan  
Capital Health Advisors Inc.  
Capital Health Insurance of America  
Carchex  
Cardinal Financial Company, Limited Partnership  
Care Entrée  
CareMore  
Caresource  
CareZone  
Carezone Inc.  
CareZone Insurance Services  
CarGuard Administration  
Carle Clinic Association  
Carriers and partner companies include  
CarShield  
Cascade National Ins  
Casualty Assurance  
Catholic Financial Life  
CDPHP  
CDX Consultants  
CEGE  
Cege Media  
Cekirk Insurance  
Celtic Insurance  
Centene  
Centene Corp.  
Centennial  
Central Bank  
Century Benefits  
Century Insurance  
Certainty Auto Protection  
Channel Blend

Charter Oak  
 Chase Insurance Group  
 Cherry Blitz  
 Chesapeake  
 Chicago Insurance  
 Choice Direct  
 Choice Health  
 Choice Insurance  
 Choice One Health  
 Choice One Health & Life Agency  
 Choice Right LLC  
 Christian Fidelity  
 Chubb  
 Church Mutual  
 Cigna  
 CIQ  
 Citation Insurance Company  
 Citigroup  
 Citizens  
 Citizens Disability  
 Clarendon American Insurance  
 Clarendon National Insurance  
 Clean Energy Concepts  
 Clear Choice Health  
 Clearcover  
 ClearLink  
 Clear One  
 Click 2 Call Network  
 Clicks and Clients  
 Client Consent Medicare  
 Cloverleaf  
 CMG Solutions  
 CNA Insurance  
 Coastline Insurance Advisors LLC  
 CO Farm Bureau  
 Colby Direct  
 Colonial  
 Colonial Insurance  
 Colonial Penn  
 Combined  
 Comfortcare Insurance Group  
 Comfort Care Insurance Group  
 ComfortCare Insurance Group  
 Commerce West Insurance Company  
 Commercial Insurance Center  
 CommercialInsurance.net  
 Commercial Marketing Group  
 Commercial Union  
 Commonwealth  
 Communicating for America  
 CommunityCare  
 Community Care  
 Compare.com  
 CompareInsuranceQuotes  
 Compare Insurance Quotes  
 Comparenow  
 Comparequotes  
 Comparison Market  
 Complete Car  
 Complete Healthcare Direct, LLC  
 Confie  
 Connect Health Insurance  
 Connect Health Insuranceli>  
 ConnectiCare  
 Connect Insurance Brands  
 Connect Life Plans  
 Connect Life Plansli>  
 Connect Medicare Advantage  
 Connect Medicare Advantageli>

Connect Medicare Supplement  
 Connect Medicare Supplementli>  
 Connect One Health  
 Connect Plus  
 Conseco Life  
 Consumer Advocacy LLC  
 Consumer United  
 Contactability  
 Continental Casualty  
 Continental Divide Insurance  
 Continental Insurance  
 Continental Life  
 Conventry  
 Core Healthcare Solutions  
 Core Health Solutions  
 Corner Shop Media  
 Corner Stone Media  
 COTO INDUSTRIES LLC  
 Cotton States Insurance  
 Cottonwood  
 Countershot Media  
 Country Companies  
 Country Financial  
 Country Insurance and Financial Services  
 Countrywide Insurance  
 Couvillier Advisors  
 Coventry  
 Coventry Health Care  
 Coverage Choice LLC  
 Coverage One  
 Coverage One Insurance  
 Coverage One Insurance Group LLC  
 Coverage One Insurance Group, LLC  
 Coverance Insurance Solutions  
 Coverdell  
 CoverHound  
 Covida  
 CPA Data Solutions LLC  
 Creative Emarketing  
 Creative Intellects  
 Credible Operations, Inc  
 Credit Union  
 Crisp-Results  
 Criterion  
 Crosspointe  
 Crosspointe Insurance and Financial Services LLC  
 Crosspointe Insurance & Financial Services, LLC  
 CSE  
 CSE Insurance Group  
 CS Marketing  
 Cultur, LLC  
 CUNA Mutual Group  
 Dairyland  
 Dairyland County Mutual Co of TX  
 Dairyland Insurance  
 Dakota Fire  
 Dashers  
 Datalot  
 DataMax  
 Dean Health  
 Debt.com  
 Deerbrook  
 Delphi Financial  
 Delta Auto Assurance  
 Delta Auto Protect  
 Dempsey Advisor  
 DentalInsurance.com  
 Depositors Emcasc  
 Design Benefit Plans

Diablo Media  
 Differential Consulting LLC  
 Digiline Media  
 Digital BGA  
 Digital DBA  
 Digital Marketing Connection  
 Digital Market Media  
 Digital Market Media, Inc.  
 Digital Media Solutions  
 Digital Thrive  
 DIQ Partners  
 Direct Auto  
 Direct Choice  
 Direct General  
 DirectMail.com  
 Direct Property & Casualty  
 Direct Ring Media  
 Direct Web Advertising  
 Disability Advisor  
 Discount Insurance Quotes  
 Dixie  
 Dobak Holdings LLC  
 Doc Auto  
 Doc Auto Insurance  
 Doc Insurance  
 Docktors  
 DoublePositive  
 Dozer Health  
 Draper Agency  
 Drips  
 Drivers Protection, LLC  
 Drobu  
 DTRIC  
 Eagle Health  
 eAmerifamily  
 East Coast Health Insurance  
 EasyHealth Insurance Services  
 easyMedicare.com, an affiliate of e-TeleQuote  
 Insurance, Inc.  
 EasyMedicare.com, an affiliate of e-TeleQuote  
 Insurance, Inc  
 Ebco General  
 EC Insurance  
 Economy Fire & Casualty  
 Economy Preferred  
 EDeals Inc  
 Efinancial  
 Egis Auto  
 eHealth  
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 eHealthInsurance Services, Inc.  
 Elderplan  
 Electric  
 Electric Insurance  
 Elephant  
 Elite Health Agency  
 Elite Health Plus  
 eMarketing Media Group  
 EmblemHealth  
 EMC  
 Empire  
 Empire Consumer Services  
 Empire Health Consultants  
 Empire Health Solutions  
 Employers Fire  
 Empower Brokerage  
 Encompass  
 Endurance Warranty Servcies  
 Enhance Insurance LLC  
 EnQue Solutions LLC  
 Enrollment Services Inc.  
 Ensure  
 Ensurem  
 EPath  
 EPIQ  
 Epiq Insurance  
 Equis Financial  
 Equitable Life  
 Equita Group  
 Equita Group Final Expense Services  
 Erie  
 Erie Insurance Company  
 Erie Insurance Exchange  
 Erie Insurance Group  
 Erie Insurance Property and Casualty  
 ESG Insurance LLC  
 Essential Group LLC  
 Essential Group, LLC  
 Esurance  
 e-Telequote  
 ETHOS  
 ETN America Health  
 Even Financial  
 Everest Financial & Insurance Services  
 Everquote  
 EverQuote, Inc  
 EverQuote, Inc.  
 EverQuote ODA  
 Every Choice Insurance  
 Exact Match Media  
 Excel Impact  
 Excel Impact, LLC  
 Excelium Group  
 Excella Benefits, Inc.  
 Excelling, Inc.  
 Excellus  
 Exclusive Digital Media  
 Explorer  
 Ezhealthapplcom, Inc.  
 Fabric  
 Facility  
 Fallon Community Health Plan  
 Family First  
 Family First Insurance Advisors  
 Family First Insurance Advisors LLC  
 Family First Life  
 Family Health First  
 Family Health First LLC  
 Family Heritage Life Insurance Company of  
 America  
 Family Life  
 Family/Rural  
 Farber Health Advisors  
 Farm and Ranch  
 Farm Bureau  
 Farm Bureau/Farm  
 Farm Bureau Financial Services  
 Farmers  
 Farmers Bank of Kansas City  
 Farmers Insurance  
 Farmers Insurance Exchange  
 Farmers TX County Mutual  
 Farmers Union  
 Farmland  
 Federal  
 Federated

Federated American  
Federated Group  
FERENCE Insurance Agency  
Festive Health  
FFL  
Fidelis  
Fidelity and Guaranty Life  
Fidelity Insurance Company  
Fidelity Investments Life  
Fidelity Life  
Fidelity National  
Fidelity Security Life  
Figure Lending LLC  
Finalexperienceassistant.com  
Final Expense Connect  
FinanceBox.com  
Financial Indemnity  
Find Me Health Insurance  
Fiorella  
Fiorella Insurance Agency  
Fire and Casualty Insurance Co of CT  
Fireman's Fund  
Firemans Fund  
First Acceptance Insurance  
First American  
First American Financial  
First Choice Group  
First Choice Health  
First Family Insurance  
First Family Insurance Advisors  
First Family Life  
First Financial  
First General  
First Mutual Insurance Group (FMIG)  
First National  
First Option Health Group  
First Preferred Insurance  
FirstQuoteHealth.com  
Flexquote  
Florida Blue  
Florida Plan Advisors  
Flynn Financial Co  
Ford Motor Credit  
Forefront Insurance  
Foremost  
Foremost Insurance  
Foresters  
Forethought  
Formula Marketing & Analytics  
Formza  
Formza, LLC  
Fortegra  
Fortegra Insurance  
Fortegra Personal Insurance Agency  
Fortis  
Franklin  
Freedom Debt Relief  
Freedom health  
Freedom National  
Freeway  
Freeway Insurance  
Freeway Insurance Services  
Fresh Leads  
Fuego Leads  
Gainsco  
Garland Financial Group  
Gaurantee Trust Life  
Geber Life  
GEICO

Geico Casualty  
Geico General Insurance  
Geico Indemnity  
Geisinger  
Geisinger Insurance  
Generation Life  
Generation Life Insurance  
Genworth  
Genworth Financial  
Gerber  
Gerber Life  
GetAuto  
GetInsured  
Getmehealthcare  
GetMe Healthcare  
GetMeHealthCare.com  
GetMeHealthInsurance.com  
Get My Life Insured  
Get Seen Media  
Get Seen Media Group  
GHI  
Global Equity Finance  
Globe Life  
Globe Life Insurance Company  
Globe Life Insurance Company of New York  
GMAC Insurance  
GMAC/NGIC  
Go Direct Lead Gen  
Go Direct Lead Generation, LLC  
GoDirect Leads Generation  
GoHealth  
GoHealth.com  
GoHealthInsurance  
GoHealthInsurance.com  
GoHealth/Norvax  
Goji  
Golden Care  
Golden Rule  
Golden Rule Insurance  
Golden Rule Insurance Co.  
GoMedicare  
goMedigap  
Good2Go Insurance, Inc.  
GotQuotes  
Government Employees  
Government Employees Insurance  
Government Personnel Mutual Life  
Grange  
Gr Consulting Services  
GreatAmerican  
Great American  
Great Way  
Great West  
Greene  
GRE Harleysville H  
GreyPeaks  
Grey Peaks  
Grinnell Mutual  
Group Health Incorporated  
Groves Capital, Inc  
Guaranteed Benefits  
Guaranteed Health  
Guaranteed Health Options  
Guarantee Trust Life  
Guaranty National  
Guaranty National Insurance  
Guardian  
Guardian Healthcare  
Guardian Life

Guide One  
 Guide One Insurance  
 GuidePointe Solutions  
 Guide to Insure  
 Gupta Insurance & Financial Service  
 Halcyon  
 Hannigan Insurance  
 Hanover  
 Hanover Lloyd's Insurance Company  
 HAP Health Alliance  
 Happy Days  
 Harbor Health Advisors  
 Hartford  
 Hartford AARP  
 Hartford Accident and Indemnity  
 Hartford Casualty Insurance  
 Hartford Fire & Casualty  
 Hartford Fire Insurance  
 Hartford Insurance Co of Illinois  
 Hartford Insurance Co of the Southeast  
 Hartford Life  
 Hartford Omni  
 Hartford Underwriters Insurance  
 Harvard Commonwealth Health Plan  
 Harvard Pilgrim  
 Haven Life  
 Hawaii Medical Services Association  
 Hawkeye Security  
 HCC Insurance holdings  
 Health Insurance.com  
 Health Advisors  
 Health America  
 Health and Life Associates  
 Health and Life Plans of America  
 Health Benefit Center  
 Health Benefits Center  
 Health Benefits Direct  
 Health Benefits One  
 Health Caddies  
 Healthcare Advisors  
 HealthCare Alternatives  
 Healthcareassistant.com  
 Healthcare.com  
 HealthCare.com Insurance Services  
 Healthcare Direct  
 HealthCare, Inc.  
 Healthcare Marketplace  
 Health Care Service Corp.  
 Health Care Solutions  
 HealthCare Solutions  
 Healthcare Solutions Team  
 Health Center Marketing  
 Health Choice One  
 HealthCompare  
 HealthCompare Insurance Services, Inc.  
 Health Connect Insurance  
 Health Corp USA  
 HealtheDeals  
 Health eDeals  
 Health Exchange Agency  
 Health First Insurance Agency  
 Health First Plans  
 Health Heritage Advisors  
 Health Insurance Advantage  
 Health Insurance Advisors  
 Health Insurance Alliance  
 Health Insurance Alliance, LLC  
 Health Insurance for Everyone  
 Health Insurance Guide  
 Health Insurance Innovations  
 Health Insurance Innovations (HII)  
 HealthInsurance.net  
 Health Insurance of America  
 Health Insurance Services  
 Health Insurance Specialists  
 HealthIQ  
 Health IQ  
 Health I.Q.  
 Health & Life Advantage  
 Healthline Care  
 HealthMarkets  
 Health Markets  
 HealthMarkets Insphere  
 HealthMarkets / Insphere  
 HealthMarkets Insurance Agency  
 HealthMatchup  
 HealthNet  
 Health Net  
 Health Network  
 Health Now New York Inc.  
 Health Option One  
 Health Options Team  
 HealthPartners  
 Health Partners of Philadelphia Inc.  
 HealthPlan Advisors  
 HealthPlanMatchup  
 HealthPlanOne  
 Health Plan One  
 HealthPlan One  
 HealthPlanOne, LLC  
 Healthplan Outlook  
 Health Plans America  
 Health Plan Services  
 Health Plans of America  
 Health Plus  
 Health Plus of America  
 HealthPlus of Michigan  
 Health Plus Solutions  
 HealthPocket  
 Health Pocket  
 HealthPros  
 Health Providers of America  
 HealthQuoteInfo.com  
 Health Savings Group  
 HealthShare America  
 HealthShare American  
 Health Sherpa  
 Health Solutions One  
 Healthspire  
 HealthSpring  
 Health Team One  
 Health Works Agency LLCHealthInsurance.com  
 Healthy Halo  
 Heard and Smith  
 Helmkin Digital  
 Henry Ford Health System  
 Heritage  
 Heritage Health Advisors  
 Heritage Life Insurance Company  
 HHA  
 HIA  
 HiegPartners  
 Hieg Partners LLC  
 Highland Health Direct  
 Highland Health Direct, LLC.  
 Highmark  
 Highmark BCBS  
 HighPoint

High Quality Vehicle Protection  
HII  
HIIQ  
HIP Health Plan  
HIP Insurance  
Hippo  
Hippo Insurance  
Hiscox  
H&M Advisors  
HolaDoctor  
Hola Doctor  
Homeinsurance.com  
Home Insurance King  
Homeland Health  
Homeland HealthCare  
Home Savings  
Home Service Companies  
Hometown  
Hometown Quotes  
Home Town Quotes  
Horace Mann  
Horace Mann Agency  
Horizon  
Horizon Health Advisors  
Hospital Services Association of NEPA  
Houstons Health Solutions  
How to Enroll  
HPO  
HSO  
HST  
HST Enrollment Center  
Humana  
HyperTarget  
Hypertarget Marketing  
IAB  
iCan Benefit  
iCan Benefit Group  
Iconic Consultants  
ICW  
Ideal Concepts  
Ideal Concepts, Inc  
Ideal Health Benefits  
IDS  
IFA Auto Insurance  
IFA Insurance Company  
iFlourish Labs  
iFuze Marketing  
IGF Ins.  
IGF Insurance  
Ignitist  
IHC  
IHC Group  
IHC Health Plans  
IIS Insurance  
iLegacy Insurance  
iLife  
I Life And Health  
IMO  
Impact Energy  
Impact Media  
Imperial Health Group  
Imperium Financials  
Inavision  
Inboxed LLC.  
Inc  
Independence Blue Cross  
Independent Agent  
Independent Carriers  
Independent Health Association

Independent Health Solutions  
Independent Insurance Consultants  
Individual Insurance Agencies  
Infinity  
Infinity Insurance  
Infinity National Insurance  
Infinity Select Insurance  
Infinix  
Infinix Media  
ING  
ING US Life  
Innovate Financial Group  
Innovation Direct Group  
Innovation Group of South Florida  
Innovative Financial Group  
Innovative Health Group  
Innovative Insurance Brokers  
Inquire Media  
Inside Response  
Insphere  
Insphere Insurance Solutions  
InsuraMatch  
Insurance311  
Insurance Benefits  
Insurance Care Direct  
Insurance Central  
Insurance.com  
Insurance Insight  
Insurance Lead Broker, ILB  
Insurance Leads  
InsuranceLeads.com  
Insurance Line One  
Insurance Made Easy  
Insurance Management Associates  
Insurance Medics  
Insurance Office of America  
InsuranceOnly  
InsuranceProz  
Insurancequotes  
insuranceQuotes.com  
InsuranceQuotes, Inc.  
Insurance Quotes Now  
Insurance Services  
Insurance Solutions Direct  
Insurance Solutions LLC  
InsuranceStep.com  
Insure Choice LLC  
Insure.com  
Insured Street  
InsureMe  
InsureMe, Inc  
Insurify  
Insurita  
Insur. of Evanston  
InsWeb  
Integon  
Integrated Benefits  
Integrated Insurance Solutions  
Integriant Ventures Insurance Services  
Integrity Health One  
Integrity Vehicle Services  
IntelliQuote  
Interstate  
Interstate Brokers of America  
Inter Valley Health Plan  
Investors Life  
IPA Agents  
IPA Direct  
IPA Family

iQuoteX  
 iWebQuotes  
 Jackson National Life  
 J and L Consulting Group  
 Javier Molina Agency  
 JB Health and Associates  
 JCG New Media  
 Jet Media  
 JLS  
 John Deere  
 John Hancock  
 Joshua Katyl Allstate  
 Joyce Emig Insurance Agency Inc  
 JRC Insurance Group  
 JSH Marketing  
 Jupiter  
 Justified Medical Group  
 Kaiser  
 Kaiser Foundation Health Plan  
 Kaiser Foundation Health Plan, Inc.  
 Kaiser Foundation Health Plan of Colorado  
 Kaiser Foundation Health Plan of Georgia, Inc.  
 Kaiser Foundation Health Plan of the Mid-Atlantic  
 States, Inc.  
 Kaiser Foundation Health Plan of the Northwest  
 Kaiser Foundation Health Plan of Washington  
 Kaiser Permanente  
 Kanopy  
 Kanopy Insurance  
 Kanopy Insurance Center LLC  
 Keenan Associates  
 Kelly Klee Private Insurance  
 Kelsey-Seybold  
 Kemper  
 Kemper Lloyds Insurance  
 Kentucky Central  
 KERWYN JONES  
 Key Insurance Advisors  
 Keystone  
 K.F. Agency, Inc.  
 Kin  
 Kind Health  
 Kin Insurance  
 Knights of Columbus  
 Koenig Quotes  
 Kolor Marketing  
 Komparison  
 Landmark American Insurance  
 Lands Health  
 Laser Marketing  
 LBCOT Insurance  
 Leadco  
 LeadEnvoy  
 Leader General  
 Leader Insurance  
 Leader National  
 Leader National Insurance  
 Leader Preferred Insurance  
 Leader Specialty Insurance  
 Lead Foundations  
 Lead Gate Media GmbH  
 Lead Genesis  
 Lead Giant  
 Leading Healthcare  
 Leadnomics  
 Lead Origins  
 Leads Interactive  
 Lead Trust Media Group  
 League General  
 Legacy Insurance Solutions  
 Legal & General America  
 Legends United Insurance Agency, Inc  
 Lemonade Insurance  
 LendingTree  
 Lendivia  
 Level One Health Group  
 Level Up Funding  
 LGA  
 Liberty Automobile Protection  
 Liberty First Health and Life  
 Liberty Health  
 Liberty Health Plan  
 Liberty Health Professionals  
 Liberty Insurance Corp  
 Liberty Mutual  
 Liberty Mutual Fire Insurance  
 Liberty Mutual Insurance  
 Liberty Mutual Insurance Company  
 Liberty National  
 Liberty National Life Insurance Company  
 Liberty Northwest  
 Liberty Northwest Insurance  
 Liberty Northwest Insurance  
 LifeInsuranceMatchup  
 LifeLine Direct  
 LifeQuotes  
 Lifetime Healthcare  
 Lifetime Medicare Advisors  
 LifeVision of America  
 LifeWise Health Plan  
 Lighthouse  
 Lighthouse Insurance  
 Lighthouse Insurance Group  
 LightHouse Insurance Health  
 Lincoln Benefit Life  
 Lincoln National  
 Lion Insurance Group  
 Liz Byrne USHA  
 LLC  
 LNK Insurance Services  
 LoanBright  
 LoanDepot.com, LLC, mellohome, and their  
 corporate parents, affiliates, and partners  
 LoanSnap, Inc  
 Lockton Affinity Group  
 Longevity Alliance  
 Louisiana Health Services  
 Loyal American  
 LPN  
 LQ Digital  
 LS Lead Generation  
 LTC Financial Partners  
 Lumbermens Mutual  
 LVOA  
 Madera Digital  
 Managed Health Inc.  
 MAPFRE  
 MAPFRE Insurance Company  
 MAPFRE Insurance Company of Florida  
 MAPFRE U.S.A. Corp. and its affiliates  
 Marathon  
 Marchex  
 Markel American  
 Martin Financial  
 Martin's Point  
 Maryland Casualty  
 Massachusetts Mutual  
 Massive&Co  
 MassMutual

Mass Mutual  
MassNexus  
Mass Nexus  
MatchMedia  
Match Media Group  
Matrix Direct  
Matt Rudolph Insurance  
Maxim Strategies  
Maxxlocal  
Mayberry Advisors Insurance Services  
Mayo Lab  
MCGP International  
McLaren Insurance Solutions  
McLaren Insurance Solutions  
MedGapDirect  
MedGuard Alert, Inc  
MediaAlpha  
Media Alpha  
Media Alpha Exchange  
Media Champs  
MediaMatchGroup  
Media Mix 365  
Medica  
Medical Card System Inc.  
Medical Mutual of Ohio  
Medicare10  
Medicare10  
MedicareAdvantage.com  
Medicare Benefits Team  
Medicare Connect  
Medicare Group USA LLC  
Medicare Help Centers  
Medicare Providers  
MedicareProz  
Medicare Solutions  
Medigap  
Medi-Share  
MEGA Life and Health  
Mega/Midwest  
Mellohome LLC  
Memorial Hermann  
Mendota  
Merastar  
Mercury  
Mercury Insurance  
Mercy  
MetLife  
Met Life  
MetLife Auto and Home  
Metromile  
Metropolitan Co.  
Metropolitan Insurance Co.  
Mid Century Insurance  
Mid-Continent Casualty  
Middlesex Insurance  
Midland National  
Midland National Life  
Midwest Mutual  
Mid-West Ntl. Life  
Migo Insure  
Mikayla Data  
Millbank  
Millennial Home Lending  
Millers Mutual  
Milwaukee General  
Milwaukee Guardian  
Milwaukee Mutual  
Minnehoma  
Minnesota Mutual

Miro Health Agency  
Mission Loans  
Mississippi Insurance  
Missouri General  
MJ Direct  
MMI Group  
MMM Healthcare Inc.  
Mobile Help  
Modern Health, LLC  
Modern Woodmen of America  
Molina  
Molina Healthcare Inc.  
Montys Health Agency  
Mony Group  
Mortgage Maven  
Mortgage Protection Bureau  
Mortgage ProtectionPlus  
Mortgage Protection Plus  
Morty Inc.  
Moss  
Moss Affiliate  
Moss Affiliate Marketing  
Moss Affiliate Marketing Sellers  
Motors  
Mountain Financial  
Mountain Laurel  
M Plan Inc.  
Mutual Health Partners  
Mutual Insurance  
Mutual Of Enumclaw  
Mutual of New York  
Mutual of Omaha  
MVA Warranty  
MVP  
My Health Advisors  
My Health Angel  
My Health Group  
MyHippo  
MyInsuranceExpert  
My Medicare Ally  
National Alliance  
National Auto Protection Corp.  
National Ben Franklin Insurance  
National Better Living Association  
National Brokerage  
National Brokers of America  
National Casualty  
National Colonial  
National Continental  
National Continental Insurance  
National Debt Relief  
National Disability  
National Family Assurance Group, Inc.  
National Fire Insurance Company of Hartford  
National General  
National General Insurance  
National General Insurance Company (NGIC)  
National Healthcare Market  
National Health Connect  
National Health Connect, LLC  
National Health Hub  
National Health Hub, LLC  
National Health Insurance  
National Health Plans  
National Health Plans dba Your Lowest Quote  
National Health Solutions  
NationalHomeProject  
National Income Life Insurance Company  
National Indemnity

National Insurance  
 National Merit  
 National Plan Advisors  
 National Repair Solutions  
 National Solar Network  
 National Surety Corp  
 National Union Fire Insurance  
 National Union Fire Insurance of LA  
 National Union Fire Insurance of PA  
 National Vehicle Protection Services, Inc.  
 Nation Health Advisors  
 Nations Health Group Guide One Insurance  
 Nations Insurance Solutions  
 Nations Lending  
 Nationwide  
 Nationwide General Insurance  
 Nationwide Health Advisors  
 Nationwide Insurance Company  
 Nationwide Mutual Fire Insurance  
 Nationwide Mutual Insurance  
 Nationwide Property and Casualty  
 Native Media, LLC  
 Nat'l Farmers Union  
 Navy Mutual Aid Association  
 NCWC  
 Neighborhood Health Plan Inc.  
 Neilson Financial Services  
 Neo Ogilvy  
 Nest Insurance Agency  
 Net Health Affiliates  
 NetQuote  
 New Age Health  
 New Age Health, Inc.  
 New Age Health Solutions, Inc.  
 New American Funding  
 New England Financial  
 New Era  
 Newins  
 NewQuest  
 NewStrata  
 New York Life  
 New York Life Insurance  
 New York Life Insurance Group  
 NexLevelDirect  
 NextGen  
 Next Gen  
 Next Gen Leads  
 NextGen Leads  
 NextGen Leads, LLC  
 Nexus Corporation  
 Nexus Enterprise Solutions  
 NGIC  
 NHA  
 Nikia Media  
 NILCO  
 NMP Insurance Services, LLC / NameMyPremium  
 Noridian Mutual Insurance Company  
 North American  
 Northern Capital  
 Northern States  
 Northland  
 North Pacific  
 North Pointe  
 Northpointe Bank  
 North Shore  
 Northwestern  
 Northwestern Mutual  
 Northwestern Mutual Life  
 Northwestern Pacific Indemnity

Northwest Pacific  
 Norvax  
 Norvax, LLC.  
 NRG  
 NuHealth  
 Number One Advertising  
 Number One Health  
 Number One Health Insurance Agency  
 Number One Prospecting  
 NuStar Insurance  
 Nxtlevel Health  
 NxtLevelHealth  
 Oak Hill Insurance  
 Oak Street Health  
 OctaneFire  
 Offer Advisors  
 Offer Strategy  
 Offerweb  
 OfferWeb.com  
 Official-Auto-Insurance.com  
 OHealth Group  
 Ohio Casualty  
 Ohio National Life  
 Ohio Security  
 Old Mutual US Life  
 Olympia  
 Omaha  
 Omega Auto Care  
 Omni Indemnity  
 Omni Insurance  
 Omnis Pro Insurance  
 ONCOR Insurance Services  
 One Health  
 OneMain Financial Group, LLC  
 One Touch Direct  
 Online Insurance Solutions  
 Online Insurance Solutions LLC  
 Onviant  
 Onviant Insurance Agency Inc.  
 Onyx Digital Media  
 OpenJar  
 Open Market Quotes  
 Opportunity Financial, LLC  
 Optimize.Ad  
 Optimum HealthCare  
 Oregon Mutual  
 Orion Ins.  
 Orion Insurance  
 Oscar  
 OSCAR Health  
 Oscar Health Insurance  
 Outlook Advisors  
 Overflow Works  
 Oxford  
 Oxford Health Plans  
 Oxford Insurance  
 Oxford Marketing Partners  
 Oxford Marketing Partners, LLC  
 Pacificare  
 Pacific Benefits Group  
 Pacific Benefits Group Northwest  
 Pacific Indemnity  
 Pacific Insurance  
 Pacific Life  
 Pacific Life and Annuity  
 Pafco  
 Pafco General Insurance  
 Palisades Media Group  
 Palmer Administrative Services

Palmetto Senior Solutions  
Palms Health Group  
Paloverde  
Parachute Insurance Services Corp  
Parasol Agents Network  
Parasol Leads  
Parasol Leads, Inc.  
Path IQ  
Patriot General  
Patriot General Insurance  
Pay Per Call Market  
Peace of Mind Solutions  
Peak Advertising  
Peak Property and Casualty Insurance  
Peak Protection Group  
PEMCO  
PEMCO Insurance  
Penn America  
Penn Mutual  
Pennsylvania Natl  
PennyMac Loan Services, LLC  
PFP  
Phoenix  
Phoenix Life  
Physicians Health Plan  
Physicians Life  
Physicians Mutual  
Physicians United Plan  
Pickett Group/TermLifeMatch  
PickMedicare  
Pier21 Media  
Pietro Ancona  
Ping Leads  
Pinnacle  
Pinney Insurance Center, Inc.  
Pioneer Life  
Pivot  
Pivotal Concepts  
Pivot Health  
PJP Agency  
PJP Health  
PJP Health Agency  
Plasmid Direct  
Plasmid Media, LLC  
Platform Advertising  
Platinum Health Advisors  
Platinum Health One  
Platinum Health Solutions  
Platinum Leads  
Plymouth Rock  
PMIC  
PolicyBind, LLC  
PolicyFuel  
Policy Fuel LLC  
Policy Impact LLC  
Policy Ninja  
Policy Post  
PolicyScout  
Policy Scout  
Ponto Insurance  
Powderhorn Media  
Precise  
Precise Health Insurance Advisors  
Precise Leads  
Precise Solutions Group  
Precision Health  
Precision Health Associates  
Precursor Media  
Preferred Abstainers

Preferred Care  
Preferred Health Advisors  
Preferred Mutual  
Premera Blue Cross  
Premier  
Premier Business Solutions  
Premier Disability  
Premier Financial Alliance  
Premier Health Association  
Premier Health Choice  
Premier Health Solutions  
Premier Insurance Benefits, LLC  
Premium Marketing  
Premium Precision Marketing  
Presbyterian Healthcare Services  
Presbyterian Health Plan  
Presidio  
Presidio Interactive  
Presidio Interactive Corporation  
Prestige  
Primary Health Care  
Primary Insurance Group  
Prime Care  
Prime Care Health  
Prime Healthcare Benefits  
Prime Marketcare One  
Primerica  
Principal  
Principal Financial  
Principal Life  
Priority Health  
Priority Insurance  
Priority One Health  
Pristine  
Pristine Media Group  
Prodigy Health Agency  
Prodigy Health Group  
Professional Consultant Insurance Solutions  
Progressive  
Progressive Auto Pro  
Progressive Insurance  
Progressive Motorcycle  
Prokey Wiseley Hamill  
Propath Media  
Prospect America Media, LLC  
Prosperity Health  
Prosurity  
Protech Vehicle Services LLC  
Protecta America  
Protect America  
Protective Casualty  
Protective Life  
ProtectMyCar  
Protect My Car  
Protect Your Home  
Providence  
Providence Health Plan  
Providence Media Group  
Provident  
Prudential  
Prudential Insurance Co.  
Prudential of America  
PURE  
Puritan Health  
Purple Dog Marketing LLC  
Pyramid Life  
Q3MInsuranceSolutions  
Q3M Insurance Solutions, LLC  
Qatalyst

QHS  
 Quality Healthcare Solutions  
 Quality  
 Quality Health  
 Quality Healthcare Solutions  
 Quality Healthcare Solutions, Inc.  
 Quality Insurance Solutions  
 Quantum3media  
 Quantum 3 Media  
 Quantum Research  
 QuickHealthInsurance.com  
 QuickInsured  
 Quick Life Center, LLC  
 Quick Quote  
 Quinstreet  
 QuinStreet  
 Quote.com  
 Quote Engine  
 Quotehound  
 Quotelab  
 QuoteLab, LLC  
 QuoteManage LLC  
 Quote Manager LLC  
 QuoteManager LLC  
 Quote Selection  
 Quote Selection Insurance Services, Inc  
 Quotestorm  
 Quote Velocity  
 QuoteWhiz  
 QuoteWhiz, LLC  
 QuoteWizard  
 Quote Wizard  
 Quotivia  
 Radwan Financial  
 Ralph Perez Insurance  
 Ramsey  
 Ranger  
 Rank Media  
 Rank Media Agency  
 RateForce  
 RBC Liberty Insurance  
 RCPT2  
 Real-Comp Data and Marketing  
 Reali Loans, Inc.  
 Real Results  
 Red Auto Protection  
 RedVentures  
 Redwing Consulting Services LLC  
 Reel Media Ventures  
 Regal  
 Regence  
 Reliance  
 Reliance First Capital, LLC  
 Reliance Insurance  
 Reliance National Indemnity  
 Reliance National Insurance  
 Reliant  
 ReliaQuote  
 Renaissance Health Services Corp.  
 Renew.com  
 Renew.com Inc.  
 Republic Indemnity  
 Reserve Compass LLC  
 Resource Connect  
 Response Insurance  
 Retirement Solution Leaders  
 Revi Media  
 Rev Impact  
 RevPoint  
 RevPoint Media  
 Rex Direct  
 RGAX  
 Right Advisors LLC  
 Ring Latino  
 Ring Router  
 Rocket Health Insurance  
 Rocket Health, LLC  
 Rocket Mortgage  
 Rockford Mutual  
 Rocking Ham Group  
 Rodney D. Young  
 Root  
 Royal United  
 RP Marketing  
 RSA  
 SafeAuto  
 Safe Auto  
 Safeco  
 Safeguard  
 Safeway  
 Safeway Insurance  
 Safeway Insurance Co of AL  
 Safeway Insurance Co of GA  
 Safeway Insurance Co of LA  
 Sagicor  
 Sales Data Pro  
 SalesHammer  
 SalesRadix  
 SaveToday  
 Savings Bank Life Insurance Company of  
 Massachusetts (SBLI)  
 Savings Bank Life Insurance Company of  
 Massachusetts (SBLI) Scan Health Plan  
 S.B. Fintech Ltd  
 Scan Health Plan  
 SCMS  
 Scott and White  
 Sea West Insurance  
 Secura  
 Secure Car Care  
 Secured Health  
 Secure Horizons  
 Security Health Plan of Wisconsin Inc.  
 Security Insurance  
 Security Insurance Co of Hartford  
 Security National  
 Security National Insurance Co of FL  
 Sedgwick James  
 SelectHealth  
 Selective Healthcare  
 SelectMyPolicy.com  
 SelectQuote  
 Select Quote  
 SelectQuote A&H;  
 SelectQuote Auto & Home  
 SelectQuote Insurance Services  
 SelectQuote Life  
 Select Quote Senior  
 SelectQuote Senior  
 Self Financial  
 SeniorCare Benefits  
 Senior Coverage  
 Senior Direct Insurance  
 Senior Healthcare Advisors  
 Senior Healthcare Direct  
 Senior Health Connect  
 Senior Health Connect Insurance Agency  
 Senior Health Direct

Senior Life  
Senior Life Insurance Company  
Senior Life Services  
Senior Market  
Senior Market Advisors  
Senior Market Partners  
Senior Market Quotes  
Senior Market Sales  
SeniorQuote Insurance Services  
Sentara Health Management  
Sentinel Insurance  
Sentry  
Sentry Group  
Sentry Insurance a Mutual Company  
Sentry Insurance Company  
Sentry Insurance Group  
Serenity  
Shelter Insurance  
Shelter Insurance Co.  
Shelter Insurance Company  
Shop RX Plans  
Shore Life and Retirement Agency  
Sicuro Health LLC  
Sierra Health Services  
Silent Affiliates  
Simple Health  
Simple Health Plans  
Simple Insurance  
Skandia TIG Tita  
Smart Care Direct  
Smart Final Expense  
Smart Health Options, LLC  
Smart Match Insurance Agency  
Smart Match Insurance Solutions  
Smart Relief Rx  
SmartScripts & Affiliates  
SmartScripts Agents  
Smedley Insurance Group  
Solar City  
Solar Research Group  
Solar Savings America  
SolidQuote  
SolidQuote LLC  
SolidQuote, LLC  
Spectrum Direct  
Spectrum Health  
Spring EQ LLC  
Spring Health Plans  
Spring Insurance  
Spring Insurance Solutions  
Spring Venture  
Spring Venture Group  
Stancorp Financial  
Standard Guaranty  
State and County Mutual Fire Insurance  
State Auto  
State Farm  
State Farm County  
State Farm Fire and Cas  
State Farm General  
State Farm Indemnity  
State Farm Insurance Co.  
State Farm Lloyds Tx  
State Farm Mutual Auto  
State Fund  
State Mutual  
State National  
State National Insurance  
Sterling

Sterling Senior Health  
Stevens Insurance Agency  
Stone Hill National  
Stone Tapert  
StoneTapert Employee Benefits  
Stone Tapert Insurance Services  
StoneTapert Insurance Services Inc  
St. Paul Companies  
Strategy Bay  
Stratum Media DMCC  
Stringbit  
STRINGBIT inc.  
Success Mortgage Partners, Inc.  
Suited Connector  
SummaCare  
Summit direct mail  
Summit Health  
Sun Coast  
Sun Edison  
Sun Life Assurance Company  
Sun Power  
SunPro Solar  
Sunrise Health  
Sunrun  
Superior American Insurance  
Superior Global Marketing Inc.  
Superior Guaranty Insurance  
Superior Home  
Superior Insurance  
Support First  
Supreme Health Options, Inc.  
Sureco  
Sureco Legacy Insurance Services, Inc  
Sure Health Plans  
SureHits  
Suretouch Leads  
Sutter  
SVG  
Swiss Re  
Symmetry Financial Group  
Synergy Insurance  
Synergy Insurance Marketing  
Synergy Marketing Associates Inc  
Tapert Insurance Agency Inc  
Taylor & Associates  
Taylored Legacy  
Tech Insurance  
Tech Leads  
Teran Marketing  
TGC Health, LLC  
The Commerce Insurance Company  
The Complete Lead  
The Credo Group  
The General  
The Hartford  
The Hartford AARP  
The Healthcare Assistant  
Thehealthcareassistant.com  
The HealthScout  
The Insurance Center  
The Lead Company  
The Lead Giant  
The McGrp International  
Themedicareassistant.com  
The Rindal Agency  
The Senior Resource Group  
The-Solar-Project.com  
The Zebra  
This or ThatMedia

This or That Media  
This or That Media Inc.  
Three Rivers Holdings  
Thrivent Financial for Lutherans  
TIAA-CREF  
Tiburon Insurance  
Tiburon Insurance Services  
TICO Insurance  
TIG Countrywide Insurance  
Tiger Health Solutions  
Titan  
Titan Indemnity  
TK Insurance Services Inc  
Tobias and Associates  
Tobias & Associates  
Together Health  
Toggle  
Top Flite  
Top Healthcare Options  
Torchlight  
Torchlight Technology  
Torchmark  
Torr  
Total  
Total Advocacy Group LLC  
Total Insurance Brokers  
Touchstone  
Tower  
Towers Watson dba OneExchange  
TPG Direct  
Trademarc  
Trademarc Global LLC  
TradeMarc Global, LLC  
Traders Insurance  
Traffic Tree LLC  
Transamerica  
Trans America  
Tranzact  
Tranzact Insurance Solutions  
Travelers  
Travelers Indemnity  
Travelers Insurance  
Travelers Insurance Company  
Trinity Universal  
Triple-S Inc.  
TriState  
Tri-State Consumer  
Tri-State Consumer Insurance  
TruBridge  
TruBridge, Inc  
TruBridge, Inc.  
True Auto  
TrueChoice Insurance Services  
Truecoverage  
True Coverage  
Trusource  
TruSource  
Tru Source  
TruSource Marketing  
TruStage  
TrustedConsumer  
Trusted Consumer Advisors  
TrustedConsumer LLC  
Trust Hall  
Tryton  
TSC Insurance  
Tufts  
Tufts Associates HMO Inc.  
Tufts Health Plan

Twentieth Century  
TWG  
Twin City Fire Insurance  
TZ Insurance Solutions  
TZ Insurance Solutions LLC  
Ucare  
UMA  
Underground Elephant  
UniCare  
Uniguard  
Union  
Unique Q2B  
United Advisors LLC  
United American/Farm and Ranch  
United American Insurance Company  
United Enrollment  
United Financial  
United Fire & Casual  
United Health  
UnitedHealthcare  
United Healthcare  
United Healthcare Advisors  
UnitedHealthcare/UnitedHealthOne  
UnitedHealthOne  
United Insurance  
United Insurance Group Agency, Inc.  
United Medicare  
United Medicare Advisors  
United of Omaha  
United Pacific Insurance  
United Repair Programs  
United Security  
United Services Automobile Association  
United States Fidelity  
Unitrin  
Unitrin Direct  
Unitrin Inc.  
Universal American  
Universal American Financial Corp.  
Universal Health Advisors  
Universal Health Care  
UniversalHealthcareAdvisors  
Universal Healthcare Advisors  
Universal Underwriters Insurance  
University Health Care Inc.  
Unsure  
UnumProvident Corp.  
Upfront  
UPMC  
UPMC Health System  
USAA  
USA Benefits/Continental General  
USA Dental Club  
US Benefit Solutions  
USDS (US Dealer Services)  
USF and G  
USF&G;  
U S Financial  
US Financial  
US Financial Life  
US Health Advisors  
USHealth Advisors  
US Health Group  
USHEALTH Group  
USInsuranceOnline  
US Saving Center  
US Web Leads  
Utah Home and Fire  
Utica

Valley Peak Insurance Group  
Vanguard Health Ventures  
Vantis Life  
Vasa North Atlantic  
Vehicle Assurance Co  
Velapoint  
VelaPoint Personal Insurance  
Verengo  
Verified Insurance Lead  
Versible Connect  
Versus Media Group  
Verti Insurance  
Verti Insurance Company  
Veterans United Home Loans  
Vigilant  
Viking  
Viking County Mutual Insurance  
Viking Insurance Co of WI  
VIMO  
Visiqua  
Visiqua LLC  
Vitalone  
Vitalone Health  
Vital One Health  
VitalOne Health Plans  
Vital One Health Plans Direct, LLC  
Viva Health  
VSC Digital  
VSC Group  
Walking Tree Creative LLC  
Warranty Agents  
Warranty Direct  
Wasatch Marketing Group  
Washington National Life  
Washington United LLC  
Wawaunesa  
Wax Digital Solutions  
WEA Inc.  
WebTec  
we-Call Media  
Wejo  
Wellcare  
WellCare Health Plans  
Wellington  
Wellness Plan of America  
WellPoint  
We Speak  
West American  
West Bend Mutual  
Westcoast Closers  
West Coast Closers  
Western and Southern Life  
Western Mutual  
Western National  
Western & Southern Financial  
Western & Southern Life  
Westfield  
West Field  
West Plains  
Wholesale  
Whoop Media  
William Penn  
Windhaven  
Windsor  
Windsor Insurance  
Windstar  
Wisconsin Mutual  
Woodlands Financial Group  
World Insurance

World Mail Direct USA  
World of Insurance  
Worldwide  
Wyndham Capital Mortgage, Inc  
WynnHealth  
XLHealth  
XLHealth.  
Yellow Key  
Yosemite  
Young Life & Wealth  
YourHealthCareQuotes.com  
Your Help HQ  
Your Lowest Quote  
Zander  
Zebra  
ZebraA1333  
Zenith Media  
Zillow Home Loans, LLC  
Zoom Insurance  
ZQ Auto Insurance  
ZQ Sales  
Zurich  
Zurich North America  
Zurich North America or other partners