

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MARK W. DOBRONSKI,

Case No. 25-cv-10169

Plaintiff,

Honorable Nancy G. Edmunds
United States District Judge

v.

ALEXIS FRANCIS DARAUJO,
et al.,

Honorable David R. Grand
United States Magistrate Judge

Defendants.

**PLAINTIFF’S RESPONSE IN OPPOSITION TO
DEFENDANT UNITED OF OMAHA INSURANCE COMPANY’S
MOTION TO DISMISS PLAINTIFF’S FIRST AMENDED COMPLAINT
UNDER FRCP 12(b)(1) AND 12(b)(6)**

NOW COMES the Plaintiff, MARK W. DOBRONSKI, appearing *in propria persona*, and hereby responds in opposition to Defendant United of Omaha Insurance Company’s Motion to Dismiss Plaintiff’s First Amended Complaint Under FRCP 12(b)(1) and 12(b)(6) [ECF No. 21] (“Motion”).

WHEREFORE, for the reasons set forth in the accompanying brief, Plaintiff respectfully requests that this Court enter its order that Defendant’s Motion be DENIED.

Respectfully submitted,



Dated: June 9, 2025

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Plaintiff *In Propria Persona*

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**PLAINTIFF'S BRIEF IN OPPOSITION TO
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UNDER FRCP 12(b)(1) AND 12(b)(6)**

CONCISE STATEMENT OF QUESTIONS PRESENTED

1. Should this Court dismiss Plaintiff's Complaint under Rule 12(b)(1) of the Federal Rules of Civil Procedure, because Plaintiff suffers no injury in fact sufficient for Article III standing?

United answers: YES

Plaintiff answers: NO

2. Should this Court dismiss Plaintiff's Complaint under Rule 12(b)(6) of the Federal Rules of Civil Procedure, because Plaintiff fails to sufficiently plead direct or vicarious liability against United, fails to state a claim under any of his causes of action against United, and fails to alleged willfulness with plausible facts against United?

United answers: YES

Plaintiff answers: NO

3. Should this Court dismiss Plaintiff's Florida Telemarketing Sales Act claims under Rules 12(b)(6) as it may related to United, because Plaintiff has failed to make any allegations against United relating to that claim?

United answers: YES

Plaintiff answers: NO

CONTROLLING OR MOST RELEVANT AUTHORITY

Cunningham v. Rapid Response Monitoring Servs., 251 F. Supp. 3d 1187 (M.D. Tenn. 2017)

Dobronski v. Family First Life, LLC, 2024 WL 1342668 (E.D.Mich., 2024)

Dobronski v. Family First Life, LLC, 2024 WL 575858 (E.D.Mich., 2024)

Dobronski v. Tobias & Associates, Inc., 2025 WL 747867 (E.D.Mich., 2025)

El Camino Resources, Ltd. v. Huntington Nat. Bank, 722 F.Supp.2d 875 (W.D.Mich., 2010)

Gaufin v. Valind, 268 Mich. 269, 256 N.W. 335 (1934)

Hossfeld v. Allstate Insurance Co., 726 F.Supp.3d 852 (N.D.Ill., 2024)

Keating v. Peterson's Nelnet, LLC, 615 Fed.Appx. 365 (6th Cir. 2015)

Lucas v. Telemarketer Calling From (407) 476-5680, 2013 WL 4536872 (S.D. Ohio, 2013)

Mey v. Venture Data, LLC, 245 F. Supp. 3d 771 (N.D.W. Va. 2017)

Wrobbel v. International Broth. of Elec. Workers, Local 17, 638 F.Supp.2d 780 (E.D.Mich., 2009).

In re the Matter of Rules and Regulations Implementing the TCPA, 7 FCC Rcd. 8752, 1992 WL 690928 (FCC, 1992).

In re Dish Network, LLC, 28 FCC Rcd. 6574, 2013 WL 1934349, (FCC, 2013)

In re Rules and Regulations Implementing the TCPA, 30 FCC Rcd. 7961, 2015 WL 4387780 (FCC, 2015).

Restatement (Third) Of Agency § 2.03 (2006)

47 U.S.C. § 227

47 C.F.R. § 64.1200

Fed. R. Civ. P. 12(b)(1), (6)

INTRODUCTION

This action arises under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.*, and its analogous state consumer protection statutes, stemming from a series of unconsented telephone calls received by Plaintiff from United of Omaha Life Insurance Company (“United”) or agents acting on behalf of United attempting to solicit Plaintiff regarding United’s final expense life insurance products. [ECF No. 20, PageID.194, ¶ 1].

United and its parent-company, Mutual of Omaha Life Insurance Company, are habitual violators of the TCPA, having been haled into federal courts on numerous occasions – often as a defendant in class actions – for United’s TCPA-violative telemarketing practices.¹ [ECF No. 20, PageID.215, ¶ 93]. Despite United being fully knowledgeable of the unlawful telemarketing methods being utilized to solicit

¹ See *Escano v. Mutual of Omaha Ins. Co.*, case No. 21-cv-00884 (D. N.M. filed Sep. 8, 2021); *Brougher v. Mutual of Omaha Mortgage, Inc.*, Case No. 21-cv-01426 (W.D. Pa. filed Oct. 20, 2021); *Bryant v. Mutual of Omaha Ins. Co.*, Case No. 21-cv-00674 (E.D. Va. filed Dec. 30, 2021); *Jones v. Mutual of Omaha Ins. Co.*, Case No. 22-cv-00905 (D. Md. filed Apr. 13, 2022); *Dobronski v. Family First Life LLC, et al.*, Case No. 22-cv-12039 (filed Aug. 31, 2022); *Bryant v. Mutual of Omaha Ins. Co.*, Case No. 22-cv-01397 (E.D. Va. filed Dec. 6, 2022); *Dobronski v. United of Omaha Life Ins. Co.*, Case No. 23-cv-10257 (E.D. Mich. Feb. 1, 2023); *Bryant v. Mutual of Omaha Ins. Co.*, Case No. 23-cv-00414 (E.D. Va. filed Mar. 28, 2023); *Van Baalen v. Mutual of Omaha Ins. Co.*, Case No. 23-cv-00416 (D. N.M. filed May 12, 2023); *Aguilar v. Mutual of Omaha*, Case No. 23-cv-03988 (S.D. Tx. filed Oct. 19, 2023); *Collins v. Mutual of Omaha Ins. Co.*, Case No. 23-cv-62398 (S.D. Fla. Dec. 26, 2023).

consumers regarding United's insurance products, United engages in deliberate ignorance and feigns a lack of knowledge of same in order that United may reap the substantive and lucrative financial profits resultant from the sale of its insurance products. [ECF No. 20, PageID.214, ¶ 92].

In the FAC, Plaintiff identifies fourteen (14) specific telephone calls received which were violative of the TCPA and state consumer protection laws. [ECF No. 20, PageID.216-230, ¶¶ 98-195]. The 14 calls alleged are all traceable to the sale of United's insurance products. Plaintiff's telephone number is listed on the National Do Not Call Registry ("NDNCR"). [ECF No. 20, PageID.203, ¶ 39]. The callers utilize automated telephone dialing systems in order to initiate calls to consumers *en masse* [ECF No. 20, PageID.212, ¶ 77]. The callers do not scrub their telephone lists against the NDNCR. [ECF No. 20, PageID.213, ¶ 85]. The callers will manipulate the caller identification feature to display bogus telephone numbers, and the callers will identify with fake business names, all in an effort to evade TCPA liability. [ECF No. 20, PageID.212, ¶ 79]. In addition, prior to the 14 telephone calls identified in the Complaint, Plaintiff had received several uninvited telemarketing calls from the same lead prospector attempting to solicit final expense life insurance products to Plaintiff. [ECF No. 20, PageID.231, ¶ 198]. The formal discovery process is expected to yield information to tie United and its other co-defendants and additional TCPA-violative

calls. [ECF No. 20, PageID.230-231, ¶ 196].

United takes umbrage with the fact that Plaintiff successfully identified United as the seller and cries foul because Plaintiff successfully ensnared United resultant from United's participation in the illegal telemarketing scheme. United laments because Plaintiff has pursued TCPA lawsuits against other persons who have hounded Plaintiff with unconsented telemarketing calls to Plaintiff's telephone numbers appearing on the NDNCR. [ECF No. 21, PageID.257]. ("Plaintiff's Complaint is part of a serial pattern of over thirty-five complaints he has filed in the Eastern District of Michigan in the last five years alleging violations of the TCPA and similar statutes.") While Movants are understandably frustrated by Plaintiff's efficacy, he is doing exactly what Congress intended — enforcing the law. See *Universal Underwriters Ins. Co. v. Lou Fusz Auto. Network, Inc.*, 401 F.3d 876, 881 (8th Cir. 2005) (recognizing that private right of action under TCPA demonstrates Congressional intent to incentivize aggrieved parties to act as "private attorneys general"). If United did not want to risk getting sued, then United should not have participated in TCPA-violative misconduct!

LEGAL STANDARD

A. FED. R. CIV. P. 12(b)(1)

Fed. R. Civ. P. 12(b)(1) provides for the dismissal of an action for lack of

subject matter jurisdiction.” *Cartwright v. Garner*, 751 F.3d 752, 759 (6th Cir. 2014).

A Rule 12(b)(1) motion for lack of subject matter jurisdiction can challenge the sufficiency of the pleading itself (facial attack) or the factual existence of subject matter jurisdiction (factual attack). *Id.* A facial attack goes to the question of whether the plaintiff has alleged a basis for subject matter jurisdiction, and the court takes the allegations of the complaint as true for purposes of Rule 12(b)(1) analysis. *Id.*

B. FED. R. CIV. P. 12(b)(6)

In assessing a motion to dismiss under Rule 12(b)(6), this court construes the complaint in the light most favorable to the plaintiff, accepts the plaintiff’s factual allegations as true, and determines whether the complaint “contain[s] sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 129 S.Ct. 1937, 1949, 173 L.Ed.2d 868 (2009) (internal quotation and citation omitted); *Inge v. Rock Financial Corp.*, 281 F.3d 613, 619 (6th Cir., 2002). In assessing whether a plaintiff has met his burden, the Court accepts as true the plaintiff’s well-pleaded factual allegations and draws all reasonable inferences in the light most favorable to the plaintiff. See *Directv, Inc. v. Treesh*, 487 F.3d 471, 476 (6th Cir., 2007); see also *Heyne v. Metro. Nashville Pub. Sch.*, 655 F.3d 556, 562–63 (6th Cir., 2011). The defendant has the burden of showing that the plaintiff has failed to state a plausible claim for relief. *Taylor v. City of Saginaw*, 922

F.3d 328, 331 (6th Cir.). However, ordinarily “if the requisite allegations are not in the complaint and a motion to dismiss for failure to state a claim upon which relief may be granted is made under Rule 12(b)(6), the pleader should be given the opportunity to amend the complaint, if [he or she] can, to show the existence of the missing elements.” *Walker v. Shermeta, Adams, Von Allmen, PC*, 623 Fed.Appx. 764, 768 (6th Cir., 2015).

ARGUMENT

I. WHETHER PLAINTIFF HAS STANDING TO PURSUE HIS CLAIMS AGAINST UNITED

United argues that Plaintiff does not have standing under Article III. [ECF No. 21, PageID.263-264]. United argues that Plaintiff “invites these phone calls for the purposes of manufacturing and prosecuting TCPA claims.” [ECF No. 21, PageID.265]. United laments that Plaintiff “uses ‘sophisticated telephone answering and recording equipment’ to record calls and sets a ‘canary trap’ by providing false names and information to persons....” [ECF No. 21, PageID.265-266].

Under the TCPA, “a violation occurs upon the *initiation* of the call.” *Lucas v. Telemarketer Calling From (407) 476-5680*, 2013 WL 4536872, at *3 (S.D. Ohio, 2013) (Emphasis as in original.). Express consent is not an element of a plaintiff’s prima facie case but is an affirmative defense for which the defendant bears the burden of proof. *Van Patten v. Vertical Fitness Group, LLC*, 847 F.3d 1037, 1044

(9th Cir. 2017). United does not controvert the quintessential fact that at no time has Plaintiff provided consent for United or its agents to initiate telemarketing calls to Plaintiff's telephone number. [ECF No. 20, PageID.205-207, ¶¶ 45-55]. Indeed, the uncontroverted facts establish that Plaintiff gave notice to the World that he did not want to receive telemarketing calls by listing his telephone number on the National Do Not Call Registry. [ECF No. 20, PageID.204, ¶ 41]. Further, at no time has Plaintiff released his phone number to any of the Defendants in order to have given invitation or permission to be called at that number. [ECF No. 20, PageID.205-206, ¶ 50].

“Consent cannot be ‘presumed.’ The TCPA and the Commission’s rules plainly require *express* consent, not implied or ‘presumed’ consent.” *In re Rules and Regulations Implementing the TCPA*, 30 FCC Rcd. 7961, 7991, 2015 WL 4388780, at *20, ¶ 53 (2015). (Emphasis as in original.) The TCPA clearly requires that consumers opt in before they can be contacted. *Id.*, 30 FCC Rcd. at 8004, 2015 WL 4387780 at *29, ¶ 80. The TCPA places no affirmative obligation on a called party to opt out of calls to which he or she never consented; the TCPA places responsibility on the caller alone to ensure that he or she has valid consent for each call made. *Id.*, ¶ 81.

The FCC has declared that a necessary element for a person to provide

“consent” is that the person must knowingly and voluntarily provide the telephone number at which they are authorizing telemarketing calls to be received at. *In re Rules and Regulations Implementing the TCPA*, 7 FCC Rcd. 8752, 8769, 1992 WL 690928, at *11, ¶ 31 (1992). For example, capturing a caller’s telephone number by a Caller ID or ANI device cannot be considered consent to receive telemarketing calls. *Id.*

Individual litigants such as Plaintiff are expressly authorized to act as “private attorneys general” enforcing the TCPA. *Mey v. Venture Data, LLC*, 245 F. Supp. 3d 771, 784 (N.D. W. Va. 2017) (quoting *Universal Underwriters Ins. Co. v. Lou Fusz Auto. Network, Inc.*, 401 F.3d 876, 881 (8th Cir. 2005)). In this context, the Federal Trade Commission and numerous courts have endorsed plaintiffs posing as interested consumers in order to identify the source of a call. See, e.g., *Federal Trade Commission v. Lifewatch Inc.*, 176 F. Supp. 3d 757, 771 (N.D. Ill. 2016) (“[T]elemarketers’ admissions are not rendered invalid just because [consumer] (successfully) tricked them into (truthfully) revealing that they sold products for Lifewatch.”); see also *Hossfeld v. Allstate Insurance Co.*, 726 F.Supp.3d 852, 874 (N.D.Ill., 2024) (holding that where plaintiff feigned interest in insurance quotes and gave false names in an effort to gather information to cause the calls to stop, this conduct did not evince plaintiff’s consent to further calls or transform plaintiff’s

injury into a self-inflicted one; the injury to plaintiff was completed when defendant placed each call to plaintiff's phone number, thereby intruding upon his peace and attention and, as the regulation states, failing to honor his request not to be called by defendant.).

United highlights that Plaintiff poses as an interested consumer in order to learn the identity of the offending caller. The fact that Plaintiff plays along with telemarketers to find out who they really are is not as devious as United suggests. *Shelton v. National Gas & Electric, LLC*, 2019 WL 1506378, at *5 (E.D.Pa., 2019). But these additional communications follow Plaintiff first suffering an injury cognizable under the TCPA. For TCPA purposes, the point is that the caller initiated the offending call in the first place. And courts, both within this Circuit and outside, have rejected the argument that a plaintiff who poses as an interested consumer negates standing under the TCPA. See, e.g., *Abramson v. Oasis Power LLC*, No. 2:18-CV-00479, 2018 WL 4101857, at *6 (W.D. Pa. July 31, 2018), report and recommendation adopted, No. CV 18-479, 2018 WL 4095538 (W.D. Pa. Aug. 28, 2018); *Cunningham v. Rapid Response Monitoring Servs., Inc.*, 251 F. Supp. 3d 1187, 1195 (M.D. Tenn. 2017). Assuming that Plaintiff has previously sought additional information from a telemarketer in order to identify it, such conduct is merely part of *enforcing* the TCPA. See, e.g., *Perrong v. Victory Phones LLC*, 2021

WL 3007258, at *5 (E.D.Pa., 2021). The injury which confers statutory standing exists regardless of the fact that Plaintiff's name has previously appeared on the left side of the "v." Plaintiff's decision to pursue his rights under the TCPA "should not negate otherwise privacy interests simply because [he] may be motivated to sue by the TCPA's damages provisions." *Abramson v. Oasis Power LLC*, No. 2:18-CV-00479, 2018 WL 4101857, at *5 (W.D. Pa. July 31, 2018), report and recommendation adopted, No. CV 18-479, 2018 WL 4095538 (W.D. Pa. Aug. 28, 2018).

The following language is compelling from a district court analyzing a similar motion to dismiss to the extent that the defendants argued that the plaintiff was a "professional TCPA plaintiff" who filed numerous suits under the TCPA and suffered no real injury because he essentially welcomed the communications:

"The calls show that Cunningham appears to have been very good at eliciting information from the callers that he could later use in this lawsuit, which the RRMS Defendants suggest demonstrates that he was cultivating a TCPA claim. Cunningham's Second Amended Complaint, though, openly admits that the reason he eventually accepted one of the calls was "to ascertain the identity of the party placing" them, and Cunningham has explained his sleuthing in significant detail himself... His later pleadings are entirely straightforward that he was in fact cultivating a claim... ('The only reason why the Plaintiff faked interest in the calls was to identify the seller of goods/services that was behind the calls.')

[i]t is safe to say that, when the telemarketers in this case called a phone

belonging to Cunningham, they — presumably unwittingly — found themselves in the sights not of an ordinary hapless consumer, but a seasoned plaintiff, likely primed and ready to take them to court if their actions violated the TCPA. Nothing in the Constitution, though, requires a plaintiff to be a naïf. Litigation is not college athletics: there is no ‘amateurs only rule.’ “

Cunningham v. Rapid Response Monitoring Servs., 251 F. Supp. 3d 1187, 1194-95 (M.D. Tenn. 2017); see also *Mey v. Venture Data, LLC*, 245 F. Supp. 3d 771, 783 (N.D.W. Va. 2017) (“It is true that the plaintiff has brought a number of TCPA cases. It is further true that she has telephone answering and recording equipment which is more sophisticated than that of the average consumer. It is not true that she seeks to receive such calls. She does nothing to attract the calls; in fact, her telephone number is listed on the National Do Not Call Registry. Rather, she uses her equipment to record and document TCPA calls when they do occur. This does not deprive the plaintiff of standing any more than the purchase of a burglar alarm would indicate that the homeowner wanted her house to be broken into.”).

United argues that this Court should follow adopt the logic in *Leyse v. Bank of Am., Nat'l Ass'n.*, No.20-cv-117128, 2020 WL 1227410 (D. N.J. 2020) and *Stoops v. Wells Fargo Bank, N.A.*, 197 F. Supp. 3d 782, 800 (W.D. Pa., 2016) to conclude that Plaintiff lacks Article III standing. However, other judges in this District, under almost identical circumstances, have declined to follow both *Leyse* and *Stoops*. See,

e.g., *Dobronski v. Family First Life, LLC*, 2024 WL 1342668, at *5 (E.D.Mich., 2024); *Dobronski v. Family First Life, LLC*, 2024 WL 575858, at *7 (E.D.Mich., 2024).

As the Seventh Circuit has explained, the TCPA responds to the “pestilence of robocalls, scam calls, and texts ping[ing] our attention away.” *Craftwood II, Inc. v. Generac Power Sys., Inc.*, 63 F.4th 1121 (7th Cir. 2023); see also *Barr v. Am. Ass’n of Political Consultants, Inc.*, 591 U.S. 610, 140 S. Ct. 2335, 2344–45, 207 L.Ed.2d 784 (2020) (opinion of Kavanaugh, J.); *Patriotic Veterans, Inc. v. Zoeller*, 845 F.3d 303, 305–06 (7th Cir. 2017).

II. WHETHER PLAINTIFF FAILS TO STATE A CLAIM AGAINST UNITED UNDER THEORIES OF DIRECT OR VICARIOUS LIABILITY

A. Direct Liability

United argues that “Plaintiff has not alleged that United made any telemarketing calls and, therefore, United cannot be directly liable.” [ECF No. 21, PageID.270]. United conveniently overlooks Call 11 alleged in the FAC, wherein the calling telemarketer identified himself as “David Harrison with Mutual of Omaha.” [ECF No. 20, PageID.228, ¶ 180].

B. Vicarious Liability

As to the other calls alleged in the FAC, although United may not have directly

initiated the telemarketing calls alleged, the FCC has declared that such defendants still “may be held vicariously liable . . . for TCPA violations . . . under a broad range of [federal common-law] agency principles, including not only formal agency, but also principles of apparent authority and ratification.” *Keating v. Peterson's Nelnet, LLC*, 615 Fed.Appx. 365, 371 (6th Cir. 2015). As the FCC explained:

The classical definition of “agency” contemplates “the fiduciary relationship that arises when one person (a ‘principal’) manifests assent to another person (an ‘agent’) that the agent shall act on the principal's behalf and subject to the principal's control.” Potential liability under general agency-related principles extends beyond classical agency, however. A principal may be liable in circumstances where a third party has apparent (if not actual) authority. Such “[a]pparent authority holds a principal accountable for the results of third-party beliefs about an actor's authority to act as an agent when the belief is reasonable and is traceable to a manifestation of the principal.” Other principles of agency law may support liability in particular cases. For example, a seller may be liable for the acts of another under traditional agency principles if it ratifies those acts by knowingly accepting their benefits. Such ratification may occur “through conduct justifiable only on the assumption that the person consents to be bound by the act's legal consequences.”

In re Dish Network, LLC, 28 FCC Rcd. 6574, 6586-87 (May 9, 2013).

First, we have actual authority. Actual authority may be express or implied. *Bergin Fin., Inc. v. First Am. Title Co.*, 397 Fed.Appx. 119, 124 (6th Cir. 2010). United expressly bestowed actual authority upon Daraujo by licensing her as an agent

to market United's insurance products. [ECF No. 20, PageID.211, ¶ 75].

Second, as to apparent authority, United cloaked Daraujo and the telemarketers with apparent authority when United sent an email and signed insurance application to Plaintiff's controlled email. [ECF No. 20, PageID.218, ¶ 112]. A copy of the email and application are attached hereto at EXHIBIT 1. This was followed by another email from United recognizing Plaintiff (under the *faux* name) as a customer. [ECF No. 20, PageID.218, ¶ 115]. See EXHIBIT 2, attached hereto.

C. Whether Plaintiff's Allegations are Insufficient Given the Law Governing Pleading Vicarious Liability

United argues that "Plaintiff's Complaint fails to allege the sort of facts necessary to establish that the individual defendants were acting as United's agent . . ." [ECF No. 21, PageID.273].

In the Complaint, Plaintiff pleads a concert of action between United, Daraujo, and Doe Telemarketer. [ECF No. 20, PageID.211, ¶ 74]. If two persons act in concert with a common design or purpose and one of them commits a wrongful act injuring a third party, the person acting in concert with the wrongdoer is liable for the injury under a concert of action theory. *Gaufin v. Valind*, 268 Mich. 269, 256 N.W. 335, 336 (1934). In either case, the defendant's embrace of the actor's purpose or design — whether by agreement or by action — renders the defendant liable for the underlying tort. *El Camino Resources, Ltd. v. Huntington Nat. Bank*, 722 F.Supp.2d 875,

900–901 (W.D.Mich., 2010).

The Federal Communications Commission has clarified that sellers may be held vicariously liable for violations of the TCPA by third-party telemarketers that initiate calls to market the seller’s products or services, declaring as follows:

“[A] company on whose behalf a telephone solicitation is made bears the responsibility for any violation of our telemarketing rules and calls placed by a third party on behalf of the company are treated as if the company itself placed the call.”

In re Rules and Regulations Implementing the TCPA, 20 FCC Rcd. 13664, 13667, 2005 WL 1981564, at *3, ¶ 7 (2005). A seller may be liable for violations by its representatives under a broad range of agency principles, including not only formal agency, but also principles of apparent authority and ratification. *In re Dish Network*, 28 FCC Rcd. 6574, 6584, 2013 WL 1934349, at *9, ¶ 28 (2013). Apparent authority may be supported by evidence that the seller allows the outside sales entity access to information and systems that normally would be within the seller's exclusive control, including: access to detailed information regarding the nature and pricing of the seller's products and services or to the seller's customer information. *In re Dish Network, LLC*, 28 FCC Rcd. 6574, 6592, 2013 WL 1934349, at *15, ¶ 46 (FCC, 2013).

Apparent authority is the power held by an agent or other actor to affect a

principal's legal relations with third parties when a third party reasonably believes the actor has authority to act on behalf of the principal and that belief is traceable to the principal's manifestations. Restatement (Third) Of Agency § 2.03 (2006). Apparent authority holds a principal accountable for the results of third-party beliefs about an actor's authority to act as an agent when the belief is reasonable and is traceable to a manifestation of the principal. *Id.*, comment c. As to the third person, apparent authority when present trumps restrictions that the principal has privately imposed on the agent. *Id.* The relevant appearance is that the principal has conferred authority on an agent. *Id.* Apparent authority is distinct from the circumstances of an agency relationship known to agent and principal, which may not be observable by a third party, even though the course of dealing between agent and principal will often be observed at least in part by third parties. *Id.* A principal may not choose to act through agents whom it has clothed with the trappings of authority and then determine at a later time whether the consequences of their acts offer an advantage. *Id.* The FCC has expressly recognized these indicia of apparent authority as a basis for vicarious liability. *In re Dish Network, LLC*, 28 FCC Rcd. 6574, 6586, 2013 WL 1934349, at *11, ¶ 34 n.102 (2013).

The FCC has held:

“[W]e see no reason that a seller should not be liable under those provisions for calls made by a third-party

telemarketer when it has authorized that telemarketer to market its goods or services. In that circumstance, the seller has the ability, through its authorization, to oversee the conduct of its telemarketers, even if that power to supervise is unexercised.”

[*Id.*, 28 FCC Rcd. at 6593, 2013 WL 1934349, at *15, ¶ 47].

Daraujo is an authorized agent of United. [ECF No. 20, PageID.211, ¶ 75].

Indeed, the public records of the Michigan Department of Insurance and Financial Services clearly show that United has appointed Daraujo as an agent of United authorized to market insurance products on United’s behalf in Michigan. *See* EXHIBIT 3, attached hereto.

In his Complaint, Plaintiff has pled that United further facilitates the concert of action by providing Daraujo and Doe Telemarketer with use of United’s trade mark and access to United’s computer systems for product and pricing information and direct input of application forms. [ECF No. 20, PageID.214, ¶ 91]. United knew (or reasonably should have known) of the overall scheme and that the insurance applications being received have been obtained through use of unlawful telemarketing methods. [ECF No. 20, PageID.214-215, ¶ 92]. United is well aware of the overall scheme, as United has been sued by multiple plaintiffs on multiple prior occasions wherein the identical scheme was followed. [ECF No. 20, PageID.215, ¶ 93].

In another case involving this same Plaintiff, United was previously presented with this same issue, and therein tendered a motion to dismiss advancing the same arguments that it raises here. In that case, the court had no problem finding that United was vicariously liable for the conduct of its agent and telemarketer, explaining as follows:

“The Court finds that Dobronski has sufficiently alleged vicarious liability as to the insurance companies. Dobronski alleges that the insurance companies were “each well aware that FFL and its agents engage in illegal telemarketing to sell their respective insurance products.” He alleges that they nonetheless ‘len[t] support to the illegal telemarketing activities’ by giving agents access to their computer systems and the authority to use the company's trademark and service market,” and by mailing applications and policies to Dobronski after his calls with the agents . . . These allegations are sufficient to allege apparent authority or ratification at the pleading stage.”

Dobronski v. Family First Life, LLC, 2024 WL 1342668, at *10 (E.D.Mich., Mar. 29, 2024) (citations omitted). Likewise, other courts in this District have similarly held. *See Dobronski v. Tobias & Associates, Inc.*, ___ F.Supp. 3d ___, 2025 WL 747867, at *12 (E.D.Mich., 2025) (“Consumer sufficiently alleged vicarious liability as to life insurer for supporting and facilitating scheme with insurance distributor and agents for telephone solicitation of life insurance products in violation of Telephone Consumer Protection Act (TCPA), prohibiting telephone solicitation to residential telephone subscriber on national do not call (DNC) registry; consumer alleged that

insurer provided distributor and agents access to insurer's computer systems for pricing, ability to enter data into insurer's systems, authority to use insurer's trade name and trademark or service mark, and authority to market insurer's products, and that during solicitation call consumer received email from insurer with life insurance application and agent's electronic signature.”). At this stage of this case, these allegations are sufficient for a showing of apparent authority or ratification. *Id.*

III. WHETHER COUNTS I - XVI EACH INDIVIDUALLY FAIL TO STATE A CLAIM FOR RELIEF

A. Counts I through XI

United argues that Counts I through XII must be dismissed with respect to United because Plaintiff: (i) does not have Article III standing; (ii) cannot sustain the claim; and (iii) cannot sufficiently plead that United was either directly or vicariously liable for the subject calls. [ECF No. 21, PageID.279]. Each of these arguments has been addressed, *supra*, and need not be repeated here. United, Daraujo, and their presently-unidentified third-party call center are engaged in a concerted scheme to market final expense insurance. [ECF No. 20, PageID.211, ¶ 74]. Whenever two or more persons commit tortious acts together, each become subject to liability for the acts of the others, as well as for his own acts. *El Camino Resources, Ltd. v. Huntington Nat. Bank*, 722 F.Supp.2d 875, 901 (W.D.Mich., 2010) citing Restatement (Second) of Torts § 876 cmt. a (1977). Based on the amended complaint, Plaintiff seeks to hold

all Defendants vicariously liable for the call centers' and agents' actions, and to hold Defendants liable for all calls and for all counts. Other courts have not found this problematic. *See Dobronski v. Tobias & Associates, Inc.*, 2025 WL 747867, at *4 (E.D.Mich., 2025).

In a footnote, United recites that “these sections were promulgated under a provision of the TCPA that only afford a private right of action to Plaintiffs that can plead they ‘received *more than one* telephone call within any 12-month period by or on behalf of the same entity.’ ” [ECF No. 21, PageID.279, n. 4]. Plaintiff’s FAC details allegations as to no less than 14 telephone calls which are all plausibly tied together as part of the scheme. This is sufficient at the pleading stage.

B. Counts XIII, XIV and XVI

United argues that Counts XIII, XIV, and XVI “should all be dismissed as Plaintiff fails to state a claim against United under the MHSSA, MTCCCA, and MCPA because ‘[a]gency law in Michigan mirrors federal law’ and, as described above he fails to plead direct or vicarious liability.’ ” [ECF No. 21, PageID.279-280]. The issues of direct and vicarious liability have been addressed, *supra*, and need not be repeated here.

C. Count XV

United argues that “Count XV alleges violation of the FTSA but does not mention United or make any allegations against United.” [ECF No. 21, PageID.280].

Count XV is predicated on Calls 1 through 5 alleged in the FAC. [ECF No, 20, PageID.239, ¶ 251]. United is expressly referenced in the allegations regarding Call 1. [ECF No. 20, PageID.217, ¶ 105; PageID.217-218, ¶ 109; PageID.218, ¶ 112; PageID.218-219, ¶ 116]. United fails to acknowledge that Plaintiff has alleged a concert of action. [ECF No. 20, PageID.211, ¶ 74]. Persons that commit tortious acts in concert each become subject to liability for the acts of the others, as well as for his own acts. *El Camino Resources, Ltd., supra*. All those who, in pursuance of a common plan to commit a tortious act actively take part in it and further it by cooperation or request, or who lend aid or encouragement to the wrongdoer, or who ratify and adopt the acts done for their benefit, are equally liable with him. *Wrobbel v. International Broth. of Elec. Workers, Local 17*, 638 F.Supp.2d 780, 794 (E.D.Mich., 2009).

IV. WHETHER PLAINTIFF’S CLAIM FOR WILLFULNESS WARRANTS TREBLE DAMAGES UNDER THE TCPA

United argues that Plaintiff fails that Plaintiff fails to state a claim for willfulness to warrant treble damages under the TCPA. [ECF No. 21, PageID.280].

The TCPA provides that “if the court finds that the defendant *willfully or knowingly*” violated the subsection or the regulations prescribed under the the subsection, the court may “increase the amount of the award to an amount equal to not more than 3 times the amount available....” 47 U.S.C. §§ 227(b)(3), (c)(5).

Plaintiff has alleged that United's actions were both willful and knowing. United knew (or reasonably should have known) of the overall scheme and that the insurance applications being received from their authorized agents, such as Daraujo, have been obtained through the use of unlawful telemarketing methods, and that the authorized agents have falsely certified same, but United elects to consciously disregard or engage in wilful blindness or deliberate ignorance to said illegal conduct due to the financial benefits United reaps from same. [ECF No. 20, PageID.214-215, ¶ 92].

As the FAC alleges, numerous of the telephone calls initiated failed to transmit accurate caller identification information, thus preventing parties from being able to readily identify the caller party or to be able to make a do-not-call demand to the caller [ECF No. 20, PageID.237, ¶ 240]. Such conduct was willful as it required deliberate action to manipulate the telephone network to display other than the correct caller identification information.

United at all times had the ability to curtail the illegal activity, and could have at any time suspended Daraujo and the third-party telemarketers access to United's computer systems or from marketing Omaha's insurance products. *Id.* This lawsuit was initiated on January 17, 2025. Yet, review of MDIFS records done this date - nearly five months after the initiation of this lawsuit - show that Daraujo remains an

agent authorized by United to market United's insurance products. *See* Exhibit 3. United has been sued by multiple plaintiffs (including by this Plaintiff) on multiple prior occasions for the identical scheme, but United takes no action to curtail the unlawful telemarketing methods or to terminate the producing agents, because United chooses to play ostrich and prioritizes profits over compliance with consumer protection laws. [ECF No. 20, PageID.215, ¶ 93].

CONCLUSION

WHEREFORE, the premises considered, Plaintiff respectfully requests that this Court enter its order that Defendant United of Omaha Life Insurance Company's Motion to Dismiss Plaintiff's First Amended Complaint Under FRCP 12(b)(1) and 12(b)(6) [ECF No. 20] be **DENIED**.

Respectfully submitted,



Dated: June 9, 2025

Mark W. Dobronski
Post Office Box 99
Dexter, Michigan 48130-0099
Telephone: (734) 641-2300
Email: markdobronski@yahoo.com
Plaintiff *In Propria Persona*

CERTIFICATE OF SERVICE

I hereby certify that on **June 9, 2025**, I electronically filed the foregoing *Plaintiff's Response in Opposition to Defendant United of Omaha Life Insurance Company's Motion to Dismiss Plaintiff's First Amended Complaint Under FRCP 12(b)(1) and 12(b)(6)* with the Clerk of the Court via the Court's Pro Se Document Upload utility, which will send notification of such filing to all counsel of record via the CM/ECF system, and additionally served the *pro se* party by sending same in a sealed envelope, with first class postage fully prepaid thereupon, and deposited in the United States Mail, addressed as follows:

Alexis Francis Daraujo
462 Pent Street
Tarpon Springs, Florida 34689-4028



Mark W. Dobronski

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MARK W. DOBRONSKI,

Case No. 25-cv-10169

Plaintiff,

Honorable Nancy G. Edmunds
United States District Judge

v.

ALEXIS FRANCIS DARAUIJO,
et al.,

Honorable David R. Grand
United States Magistrate Judge

Defendants.

INDEX OF EXHIBITS

- EXHIBIT 1: Email from Mutual of Omaha dated January 9, 2025 at 3:58 P.M. including Individual Life Insurance Application
- EXHIBIT 2: Email from Mutual of Omaha dated January 14, 2025 at 7:53 A.M.
- EXHIBIT 3: Michigan Department of Insurance and Financial Services, License Search re: Alexis Francis Daraujo

EXHIBIT

1

Action Required on your United of Omaha Application - DO NOT REPLY

From: ALEXIS F D-ARAUJO (donotreply@ipipeline.com)

To: redbaron2023@yahoo.com

Date: Thursday, January 9, 2025 at 03:58 PM EST



Hello **Bruce M Carter** (Proposed Insured),

Access your application and begin the eSignature process

Your application is ready for your review. Please select the link above to be directed to your online application.

Once you have reviewed all forms for accuracy, you may apply your eSignature by following the instructions on the screens.

If you have any questions, please do not hesitate to contact me at DARAUJOHEALTHSOLUTIONS@GMAIL.COM.

Thank you for allowing me to handle your financial needs.

Regards,

ALEXIS F D-ARAUJO

Having trouble viewing the images in this email?

Your email provider may have prevented the automatic download of some images contained in this message. You may manually adjust your settings to allow the images to display, or [Click Here](#) to be directed to your online application.

If you are viewing this message from within your Junk or Spam folder, you may be required to move the message to your inbox.

CONSENT TO ELECTRONIC SIGNATURES AND DELIVERY OF DOCUMENTS

Mutual of Omaha Insurance Company, on behalf of itself and its affiliates, Companion Life Insurance Company, Omaha Health Insurance Company, Omaha Insurance Company, Omaha Supplemental Insurance Company, United of Omaha Life Insurance Company and United World Life Insurance Company, is required to obtain your consent to use electronic signatures and to deliver insurance related documents electronically to you whether through the internet, email, web, text, instant message, digital media, or the like. If you consent to electronic delivery as described in this Consent, you will be consenting to electronic delivery of all documents we may deliver to you relating to the insurance policies you have with us, or might apply for with us, to the extent permitted by law. From time to time, we may send these documents to you in pdf, text or html format as an attachment or through a secure portal or web page via a hyperlink to the email, phone number, or instant message you provide us. We will notify you verbally or via an email, text message, instant message or similar communication to alert you as to how you may access the documents. We may still send some documents to you in paper at your regular mailing address. For this reason, it is important that you inform us of any changes to your regular mailing address.

Your consent is purely voluntary. However, if you do not provide your consent, we will not be able to complete your transactions electronically. Any documents delivered electronically will be provided to you in paper upon request at no charge.

By agreeing below and providing us with an email address or other contact information for delivery of documents, you consent that all documents may be provided electronically. You are responsible to update the email address or other contact information on file with us if it changes. If we notify you that information is available to review on a website or secure portal, you agree that delivery of the information is deemed completed upon receipt of such communication.

If you wish to (1) change your email address or other contact information; (2) withdraw consent to receive electronic delivery of future information and other records; or (3) request a paper copy of the information, please contact us at 1-800-775-6000.

The computer hardware and software you used to access the Internet, along with an email address and phone number is all you will need to access the documents provided to you in electronic form. Some information may be provided in pdf format. You agree that you can access the internet, open, view and save materials sent in pdf format. You should retain a copy of these materials for future reference by printing or saving the documents.

BY CLICKING 'I AGREE' YOU AGREE TO RECEIVING RECORDS ELECTRONICALLY AS DESCRIBED ABOVE.

Please read this notice carefully and print or download a copy for your files.

Life Insurance

Buyer's Guide





Prepared by the National Association of Insurance Commissioners

The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy

Life Insurance *Buyer's Guide*

Before You Buy Life Insurance

Understand What Life Insurance Is

Life insurance pays a death benefit if you die while the policy is in effect, in exchange for premiums you pay before your death. You can use the death benefit to protect against financial hardships such as loss of your income, funeral expenses, medical or nursing care expenses, debt repayments, and child care costs after your death. You can get information from the NAIC InsureU Life Insurance website --

www.insureuonline.org/insureu_type_life.htm

If You Need Life Insurance, Decide How Much Coverage to Buy

How much life insurance to buy depends on the financial needs that will continue after your death. Examples include supporting your family, paying for child(ren)'s education, and paying off a mortgage. Some questions you may want to ask about your own needs include:

- Does anyone depend on me financially?
- How much of the family income do I provide?
- How will my family pay my final expenses and repay debts after my death?
- Do I want to leave money to charity or family?
- If I have life insurance through my employer, is it enough to meet my financial obligations?

The answers to these questions can help you decide how much coverage you need. An insurance agent, financial advisor, or insurance company representative can help you evaluate your insurance needs and give you information about available policies.

If You Already Have Life Insurance, Assess Your Current Life Insurance Policy

It's important to compare your current policy with any new policy you might buy. Keep in mind that you may be able to change your current policy to get benefits you want. Also, know that any changes in your health may impact your ability to get a new policy or the premium you'll pay. Don't cancel your current policy until you get the new one.

Also, while you may have free or low-cost life insurance through your employer, the death benefit usually is less than you need. And if you leave the employer, you may not be able to take this coverage with you.





Life Insurance Buyer's Guide

Compare the Different Types of Insurance Policies

There are many types of life insurance policies. You should choose a policy with features that fit your individual needs. Some things to consider are:

- **Term Insurance vs. Cash Value Insurance.** Term insurance is intended to provide lower-cost coverage for a specific period of time ("a term"). If you want coverage for a longer period of time, such as for your lifetime, cash value insurance may be more cost effective. Most term policies don't build up cash values that you can use in the future.



- **Renewable Term vs. Non-renewable Term.** Most term life insurance coverage can be continued ("renewed") at the end of the term, even if your health has changed. If you renew a term policy, the new premiums are higher. Ask what the premiums will be before you renew the policy. Also ask if you'll lose the right to renew the policy at a certain age. A Non-renewable term policy can't be continued. You'll have to apply for a new policy if you still want coverage.
- **Whole Life vs. Universal Life.** Whole life and universal life insurance are two types of cash value insurance. A key difference between the two is how you pay for the coverage. You typically pay premiums for whole life insurance according to a set schedule. In a universal life policy, you can choose a flexible premium payment pattern as long as you pay enough to keep your policy in force.
- **Variable Life vs. Non-variable Life.** The investments you will choose (such as stock and bond funds) in a variable life policy directly impact your cash value. These policies have the greatest potential to build cash value but also the greatest risk of losing cash value. Non-variable life policies often have guaranteed minimums for some features (interest or cash value, for example) but not all. Non-variable life policies also have less potential to build cash value than variable life policies.

Life Insurance *Buyer's Guide*

Be Sure You Can Afford the Premium

Before you buy a life insurance policy, be sure you can pay the premiums. Can you afford the initial premium? If the premium increases later, will you still be able to afford it? The premiums for many life insurance policies are sensitive to changes in the company's investment earnings, claims costs, and other expenses. If those are worse than expected, you may have to pay a much higher premium. Ask what might be the highest premium you'd have to pay to keep your coverage.

Understand the Application Process

You can apply for life insurance through life insurance agents, the mail, and online. In addition to basic information, such as your name, address, employer, job title, and date of birth, you'll be asked for more personal information. Depending on the type of policy, the insurer may require you to see a doctor, answer health-related questions, or have a medical professional come to your home or office to assess your health. Usually a policy that doesn't require detailed health information will cost more and provide less coverage than one that does.

It's important to tell the truth on the application. The insurance company will check your answers so review the application before you sign. If the insurance company discovers false statements on your application after it issues your policy, it could reduce or cancel your coverage.

Choose a Beneficiary

A beneficiary is the person(s) or organization(s) you name to receive your life insurance policy's death benefit. You'll need to know the Social Security or tax identification number for all beneficiaries. Experts advise you not to name a minor child as a beneficiary. Insurance companies won't pay a minor. Instead, consider leaving the money to your estate or trust.

Evaluate the Future of Your Policy

Does your policy have a cash value? In some cash value policies, the values are low in the early years but build later on. In other policies the values build up gradually over the years. Most term policies have no cash value. Ask your insurance agent, financial advisor, or an insurance company representative for an illustration showing future values and benefits.





After You Buy Life Insurance

Read Your Policy Carefully

After you carefully read your policy, you should be able to answer the following important questions:

- Is your personal information correct?
- Do premiums or policy values vary from year to year?
- What part of the premium or policy value isn't guaranteed?
- How will the timing of money paid and received affect any interest the policy might earn?

Your insurance agent, financial advisor, or an insurance company representative can help you understand anything that isn't clear.

If you're not satisfied with your new policy, you can return it for a full refund within a certain period, usually 10 days after you receive it. The review period usually is stated on the first page of the policy.

Review Your Life Insurance Program Every Few Years

Review your policy with your insurance agent, financial advisor, or an insurance company representative every few years to keep up with changes in your policy and your needs.

- Have the premiums or benefits changed since your policy was issued?
- Do the death benefits still meet your needs?
- Do you need more or less coverage after life events, such as birth, adoption, marriage, job change, death, or divorce?

The insurance company can provide policy statements and illustrations to help with this review. As the policy owner, you can change beneficiaries at no cost. Be sure to review your beneficiaries every few years, especially after major life events that affect your life insurance needs.



National Association of Insurance Commissioners

1100 Walnut Street, Suite 1500

Kansas City, MO 64106-2197

(816) 842-3600

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United of Omaha Life Insurance Company - MIB Group, Inc. Pre-Notice

Information regarding your insurability will be treated as confidential. United of Omaha Life Insurance Company, or its reinsurers may, however, make a brief report thereon to MIB, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another MIB Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information in its file.

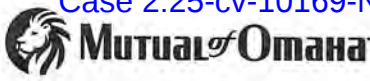
Upon receipt of a request from you MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901. If you question the accuracy of information in MIB's file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB's information is: 50 Braintree Hill Park, Suite 400, Boston, MA 02184-8734.

United of Omaha Life Insurance Company, or its reinsurers, may also release information in its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.



Applicant's/Owner's Copy

L7941



Underwritten by
United of Omaha Life Insurance Company
A Mutual of Omaha Company

3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175



INDIVIDUAL LIFE INSURANCE APPLICATION

739259-154953419

PROPOSED INSURED

First Name: Bruce, MI: M, Last Name: Carter, Suffix: , Male: [checked], Height: 5' 10", Weight: 190, Social Security No.: 381-40-6328. Home Address Street: 3140 Baker Rd 222 Dexter, MI 48130-1119, Apt/Ste#: , City: , State: MI, Zip: , State of Birth: MI, Date of Birth: 07/05/1964. Phone No.: (734) 768-2172, E-mail: redbaron2023@yahoo.com, Driver's License No.: No, Driver's License State: . Are you a U.S. citizen or legal permanent resident of the United States? [checked] Yes [] No. In the past 12 months, has the Proposed Insured used tobacco or any product containing nicotine? [] Yes [checked] No.

OWNER (Complete only if Owner/Applicant is different from Proposed Insured)

First Name: , MI: , Last Name: , Suffix: , Relationship to Proposed Insured: . Street Address: , Apt/Ste#: , City: , State: , Zip: , Phone No.: , Social Security No.: . [] Male [] Female, Date of Birth: , E-mail: , Citizenship Country: .

UNDERWRITING

Part One IF THE PROPOSED INSURED ANSWERS "YES" TO QUESTIONS 2-5 IN PART ONE, THAT PERSON IS NOT ELIGIBLE FOR ANY COVERAGE UNDER THIS APPLICATION.

1. Has the Proposed Insured ever been diagnosed by a member of the medical profession or been tested positive for Human Immunodeficiency Virus (AIDS Virus) or Acquired Immune Deficiency Syndrome (AIDS)? [] Yes [checked] No. 2. Is the Proposed Insured currently: (a) bedridden or confined to any hospital, nursing home, long-term care facility or skilled nursing facility; or receiving or been advised by a member of the medical profession to receive care in a nursing home, hospice care, or home health care? [] Yes [checked] No. (b) requiring assistance with activities of daily living such as taking medications, bathing, dressing, eating, toileting, getting in and out of a chair or bed, or control of bowel or bladder problems? [] Yes [checked] No. (c) requiring any of the following (other than for fractures, bone or joint surgery, including replacement): wheelchair, electric scooter, advised by a member of the medical profession to use oxygen equipment to assist breathing (excluding use for sleep apnea) or defibrillator? [] Yes [checked] No. 3. Has the Proposed Insured ever (i) been diagnosed with, (ii) received treatment for, or (iii) been advised by a member of the medical profession to seek treatment for: (a) Alzheimer's Disease, Dementia, Huntington's Disease, Sickle Cell Anemia, Myelodysplastic Syndrome (MDS), Lou Gehrig's Disease (ALS), Hydrocephalus, Muscular Dystrophy, Quadriplegia, Paraplegia, Down Syndrome, Intellectual Developmental Disorder, Congestive Heart Failure, Cirrhosis, Metastatic Cancer or recurrent Cancer of the same type? [] Yes [checked] No. (b) insulin shock, diabetic coma, amputation due to diabetic complications, End Stage Renal Disease or requiring dialysis? [] Yes [checked] No. (c) an organ or bone marrow transplant? [] Yes [checked] No. (d) a terminal medical condition that is expected to result in death within the next twelve (12) months? [] Yes [checked] No. 4. In the past 12 months, has the Proposed Insured been: (a) advised by a member of the medical profession to have a surgical operation, diagnostic testing (other than for routine screening purposes or for those related to HIV/AIDS), treatment, hospitalization, or other procedure which has not been done or for which results are not known? [] Yes [checked] No. (b) diagnosed by a member of the medical profession as having heart disease or heart surgery of any kind? [] Yes [checked] No. 5. In the past 2 years, has the Proposed Insured been diagnosed with, been treated for or advised by a member of the medical profession to receive treatment for any form of cancer (except basal or squamous cell skin cancer)? [] Yes [checked] No.

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Underwritten by
United of Omaha Life Insurance Company
A Mutual of Omaha Company

PRODUCER STATEMENT

1. Has the Proposed Insured informed you, the Producer(s), that he/she has any pending or existing life insurance or annuity contracts with the company or any other company?..... Yes No
(If the above questions are answered "Yes," fulfill all state and company requirements.)

2. Do you, the Producer(s), have any reason to believe the policy applied for has replaced or will replace any insurance policy or annuity contract in force with the company or any other company?..... Yes No

3. Did you, the Producer(s), give the Proposed Insured the MIB, LLC Pre-Notice, the Notice of Information Practices (if applicable) and the Life Insurance Buyer's Guide?..... Yes No

If "No," please explain _____

4. I/We certify that, during an interview with the Proposed Insured, I/we asked each question exactly as written and recorded the answers provided by the Proposed Insured(s) completely and accurately Yes No

5. I/We conducted said interview in person Yes No

If "No," please explain _____

6. (a) Are you the Proposed Insured or Owner?..... Yes No

(b) Are you related to the Proposed Insured or Owner? Yes No

If "Yes," state relationship _____

7. How long have you known the Proposed Insured? _____

8. How long have you known the Proposed Owner? _____

ALEXIS F D-ARAUJO	DARAUJOHEALTHSOLUTIONS@GMAIL.COM	1154645	HAWTHORNE SOLUTIONS
Print Producer #1 Name	Producer E-mail	Production Number	Agency Name

Signature of Producer #1 _____
Date _____

Print Producer #2 Name	Producer E-mail	Production Number	Agency Name
------------------------	-----------------	-------------------	-------------

Signature of Producer #2 _____
Date _____



UNDERWRITING, Continued

Part Two IF THE PROPOSED INSURED ANSWERS "YES" TO ANY QUESTION IN PART TWO, THAT PERSON IS ELIGIBLE ONLY FOR THE GRADED BENEFIT PRODUCT.


<p>6. Has the Proposed Insured ever (i) been diagnosed with, (ii) received treatment for, or (iii) been advised by a member of the medical profession to seek treatment for:</p> <p>(a) Diabetes before age 45?</p> <p>(b) Diabetes at any age with complications or history of Retinopathy (eye), Nephropathy (kidney), Neuropathy (nerve), Peripheral Vascular Disease (PVD or PAD), Coronary Artery Disease (CAD) or Stroke? ...</p> <p>(c) Hepatitis C?</p> <p>(d) Chronic Lung Disease, including Chronic Obstructive Pulmonary Disease (COPD), Chronic Bronchitis, Emphysema, or Sarcoidosis?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>7. In the past 4 years, has the Proposed Insured: (i) been diagnosed with, (ii) received treatment for, or (iii) been advised by a member of the medical profession to seek treatment for:</p> <p>(a) Cancer, Leukemia, or any other internal cancer or Melanoma (except basal or squamous cell skin cancer)? ..</p> <p>(b) Chronic Kidney Disease, Systemic Lupus or Scleroderma?</p> <p>(c) Bipolar Depression, Schizophrenia, Parkinson's Disease or Multiple Sclerosis?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>8. In the past 2 years, has the Proposed Insured: (i) been diagnosed with, (ii) received treatment for, or (iii) been advised by a member of the medical profession to seek treatment for:</p> <p>(a) Coronary Artery Disease, Heart Attack, Coronary Artery Bypass Surgery, Angioplasty, Cardiomyopathy, irregular heart rhythm, Pacemaker or Valvular Heart Disease with surgical repair or replacement?</p> <p>(b) Stroke or Transient Ischemic Attack (TIA)?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>9. In the past 2 years, has the Proposed Insured:</p> <p>(a) been convicted of or currently awaiting trial for a felony?</p> <p>(b) been treated for or advised by a member of the medical profession to have treatment for alcohol or drug abuse, convicted of driving under the influence of drugs or alcohol or convicted more than once of reckless driving?</p> <p>(c) used unlawful drugs in any form (other than marijuana) or abused or misused prescription drugs?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>10. In the past 2 years, has the Proposed Insured been hospitalized by a member of the medical profession for any mental or nervous disorder?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>11. In the past 12 months, has the Proposed Insured been diagnosed or treated by a member of the medical profession for chronic cough, <u>unexplained</u> weight loss greater than 10 pounds, fatigue or unexplained gastrointestinal bleeding?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

NOTE: If the Proposed Insured answers all above questions "No", that person is eligible for the Level Benefit Product.

OPTIONAL COMMENTS (Not Required) - Provide any additional information available.

Question Number	Details to Underwriting Questions (Diagnosis, Dates, Durations, Medications, Dosages)

PLAN INFORMATION

Plan: <input checked="" type="checkbox"/> Level Benefit Product <input type="checkbox"/> Graded Benefit Product Amount Applied For \$20,000	Rider: (Only if selecting Level Benefit Product) <input type="checkbox"/> Accidental Death Rider	
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PREMIUM INFORMATION

Premium Method	<input type="checkbox"/> Direct Bill <input checked="" type="checkbox"/> Bank Draft (Complete Payment Authorization Form) <input type="checkbox"/> Other(Please Explain) _____
Frequency of Modal Premium	<input checked="" type="checkbox"/> Monthly (Bank Draft Only) <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly
Modal Premium \$84.32 Collected Premium \$ _____	
Name & Address of Payor (if other than Proposed Insured/Owner) _____	
Relationship of Payor (if other than Proposed Insured/Owner) _____	

ICC23L681A

Authorization: I authorize any medical provider, hospital, clinic, pharmacy, pharmacy benefit manager, or other medical care facility, MIB, LLC (MIB), state department of motor vehicles and other entities processing motor vehicle records, insurance companies or consumer reporting agencies to release information about me or my health, such as, medical history, including information regarding communicable or infectious conditions or the presence of HIV infection, AIDS or ARC, mental or physical condition, prescription drug records, drug or alcohol use, driving record or insurance claims information, to United of Omaha Life Insurance Company ("United of Omaha"). The information will be used to determine my eligibility for insurance or to resolve or contest any issues of incomplete, incorrect or misrepresented information on this application that may arise. I also authorize United of Omaha to disclose information to MIB. I understand that my information received by MIB may be disclosed, upon request, to another member company with whom I apply for life or health insurance or to whom I may submit a claim for benefits. If the person or entity to whom information is disclosed is not a health care provider or health plan subject to federal privacy regulations, the information may be redisclosed without the protection of the federal privacy regulations. This authorization is valid for 24 months from the date signed. This time limit complies with the time limit, if any, permitted by applicable law in the state where the policy is delivered or issued for delivery. I may refuse to sign this authorization but if I refuse, the insurance I am applying for will not be issued. I may revoke this authorization at any time by written notice to United of Omaha. This revocation is limited to the extent that United of Omaha has taken action in reliance on the authorization or the law allows United of Omaha to contest the issuance of the policy or a claim under the policy. I will receive a copy of this authorization.

eSigned by Bruce M Carter

01/09/2025 at 20:52:07 GMT

Producer Contact Information

Office Phone Number: 5086496294

Email Address: DARAUJOHEALTHSOLUTIONS@GMAIL.COM



PAYMENT AUTHORIZATION FORM

AIS BU5052854

Proposed Insured/Insured: Bruce M Carter Policy Number(s) if known: _____

Complete this form only when authorizing a bank account for withdrawal for a premium payment.

PAYMENT INFORMATION FOR THE FRST PAYMENT- CAN BE DIFFERENT THAN THE ONGOING PAYMENTS

Initial Premium Payment (select only one option) Amount Quoted \$84.32

- Deduct premium immediately upon approval/issue
- Deduct initial premium on or after: 02/01/2025 (Please Note: If the policy issue is after the date selected, the initial payment will be deducted on the date the policy is issued or all delivery requirements are received.)
- Check collected and mailed to Mutual of Omaha

Money will be deducted from your account as stated above. The first deduction may occur on a date different than the ongoing payments. Depending on the amount of time elapsed between the policy date and the date the policy is issued, the amount of the first deduction may exceed one regular payment amount. We **CANNOT** establish electronic payments from foreign banks.

PAYMENT INFORMATION FOR ONGOING PAYMENTS- AUTOMATIC BANK ACCOUNT DEDUCTION

Ongoing Automatic Monthly Premium Payments (Once a Month)- Select only one option

- Choose the day payments will be deducted every month from your bank account:
(1st through the 28th or Last Day of every month) 1st
-OR-
- Choose the week and weekday that payments will be deducted every month from your bank account:
(For example, 3rd Wednesday of every month)
Week (1st, 2nd, 3rd, 4th, Last) Weekday (Mon, Tue, Wed, Thu, Fri)

Each month, payments will be automatically deducted from the account below on the day selected above. If no date is selected, premiums will be deducted on the policy date (which is determined at the time the policy is issued and can be found within the policy). **Ongoing deductions will begin once the policy is issued. If the scheduled deduction date lands on a weekend or holiday, the payment will process on the following business day.**

PAYOR INFORMATION

Name of payor as shown on bank account: Bruce M Carter

If premium is **NOT** paid by Proposed Insured/Insured, indicate the bank account owner's relationship to Proposed Insured/Insured by selecting one of the following. (Additional documentation may be required)

- Employer Living Trust
- Business owned by Proposed Insured/Insured or spouse Other _____
- Power of Attorney or legal guardian

PAYOR ACCOUNT INFORMATION

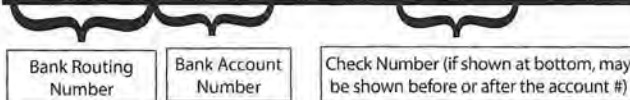
1. Account Type (check one): Checking Savings

2. Name of Financial Institution: Old National bank

3. Complete information below or attach a voided check here.

Bank Routing Number: 086300012 Bank Account Number: 342038235
(Do not use Debit/Credit Card numbers)

Memo _____	Signed By: _____
:123456789: 12345678 [Ⓜ] 1234 [Ⓜ]	



PAYOR AUTHORIZATION

I authorize United of Omaha Life Insurance Company to initiate any initial or recurring preauthorized electronic transfers from my account. I understand the amounts may vary as premium shortages may result from a variety of reasons, including underwriting adjustments. This authorization will be effective until I give you at least three business days notice to cancel. If notice is given verbally, United of Omaha Life Insurance Company may require written confirmation within 15 days after my verbal notice.

Date _____ X _____
Mo./Day/Yr. Payor Authorized Signature as Shown on Account

Bruce M Carter

Producer Report

1 Was a Personal Health Interview (PHI) conducted by Apptical Corporation as a part of the application process?..... Yes No

If Yes, please provide the PHI number _____

2 List any additional information or comments below:

L8532_0615



CONDITIONAL RECEIPT ("RECEIPT")

United of Omaha Life Insurance Company ("United", "we"), Mutual of Omaha Plaza, Omaha, NE 68175

IF ANY PROPOSED INSURED DIES WHILE COVERAGE UNDER THIS RECEIPT IS IN EFFECT, WE WILL PAY TO THE BENEFICIARY(IES) NAMED IN THE APPLICATION THE AMOUNT DESCRIBED IN THE SECTION BELOW ENTITLED "BENEFIT".

DATE OF RECEIPT: _____

BENEFIT	For purposes of this Receipt, the benefit under this Receipt is an amount equal to the lesser of: (1) the amount of the death benefit that would be payable in the first policy year under the policy as applied for in the application; or (2) \$50,000 minus the amount of any insurance on the Proposed Insured's life under any other temporary insurance agreements and/or conditional receipts. In no event will the amount of the Conditional Receipt benefit under this Receipt exceed \$50,000.
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CONDITIONS	<p>Conditions under which a benefit may be payable under this Receipt prior to policy delivery:</p> <ol style="list-style-type: none"> 1 The amount received via check or authorized electronic transaction with the application is sufficient to pay: (a) the first premium of a fixed premium plan at the mode applied for; or (b) the first planned periodic premium on a flexible premium plan; and 2 Each person proposed for insurance is, as of the application date, eligible for the exact policy applied for, according to the underwriting standards of United then in effect, without modification of the plan, premium rate, benefits, class and amounts of coverage applied for; and 3 To the best knowledge and belief of those signing the application, all the statements and answers in the application are true and complete when made; and 4 All parts of the application, and if required, exams, supplements to the application, questionnaires and amendments to the application, are completed and received by United. <p>If a Proposed Insured dies by suicide or self-inflicted injury, while sane or insane, United will not be liable under this Receipt except to return any payment paid with the application.</p>
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END DATE	<p>This Receipt and any coverage provided hereunder will END on the earliest of the following dates:</p> <ol style="list-style-type: none"> 1 60 days from the date of this Receipt; or 2 The date we deliver the policy applied for to the Applicant/Owner and all delivery requirements have been completed; or 3 The date we mail you a letter notifying you that we: (a) are unable to approve the requested coverage at the risk class applied for; or (b) have declined to issue you a policy; or (c) will not provide conditional receipt coverage; or 4 The date the Applicant/Owner withdraws the application for insurance.
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SIGNATURES	<p>This Receipt does not limit United in applying its underwriting standards to the application nor does this Receipt limit or waive any rights under any life insurance policy issued. If United rejects or declines the application, United will refund the applicant any premium paid with the application.</p> <p>I/We have read and received a copy of this Receipt and understand and agree to all of its terms. I/We verify the above answers are true and complete to the best of my/our knowledge and belief. I/We understand that the Producer has no authority to change the terms of this Receipt.</p> <p>Signature of Proposed Insured _____ Date _____</p> <p>Signature of Other Proposed Insured _____ Date _____</p> <p>Signature of Applicant/Owner (if other than Proposed Insured) _____ Date _____</p> <p>Payment Method: Check <input type="checkbox"/> Electronic Transaction Authorization <input checked="" type="checkbox"/> Amount remitted/authorized \$ _____</p> <p>I/We agree that I/We am/are not authorized to change or waive the terms of this Receipt and represent that I/We have not attempted to do so. I/We have read and explained the terms of this Receipt to the Proposed Insured(s) and the Applicant/Owner. I/We have left a copy with the Applicant/Owner.</p> <p>Signature of Producer _____ Date _____</p> <p>Signature of Producer _____ Date _____</p>
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CONDITIONAL RECEIPT (“RECEIPT”)

United of Omaha Life Insurance Company (“United”, “we”), Mutual of Omaha Plaza, Omaha, NE 68175

IF ANY PROPOSED INSURED DIES WHILE COVERAGE UNDER THIS RECEIPT IS IN EFFECT, WE WILL PAY TO THE BENEFICIARY(IES) NAMED IN THE APPLICATION THE AMOUNT DESCRIBED IN THE SECTION BELOW ENTITLED “BENEFIT”.

DATE OF RECEIPT: _____

BENEFIT	For purposes of this Receipt, the benefit under this Receipt is an amount equal to the lesser of: (1) the amount of the death benefit that would be payable in the first policy year under the policy as applied for in the application; or (2) \$50,000 minus the amount of any insurance on the Proposed Insured’s life under any other temporary insurance agreements and/or conditional receipts. In no event will the amount of the Conditional Receipt benefit under this Receipt exceed \$50,000.
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CONDITIONS	<p>Conditions under which a benefit may be payable under this Receipt prior to policy delivery:</p> <ol style="list-style-type: none"> 1 The amount received via check or authorized electronic transaction with the application is sufficient to pay: (a) the first premium of a fixed premium plan at the mode applied for; or (b) the first planned periodic premium on a flexible premium plan; and 2 Each person proposed for insurance is, as of the application date, eligible for the exact policy applied for, according to the underwriting standards of United then in effect, without modification of the plan, premium rate, benefits, class and amounts of coverage applied for; and 3 To the best knowledge and belief of those signing the application, all the statements and answers in the application are true and complete when made; and 4 All parts of the application, and if required, exams, supplements to the application, questionnaires and amendments to the application, are completed and received by United. <p>If a Proposed Insured dies by suicide or self-inflicted injury, while sane or insane, United will not be liable under this Receipt except to return any payment paid with the application.</p>
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END DATE	<p>This Receipt and any coverage provided hereunder will END on the earliest of the following dates:</p> <ol style="list-style-type: none"> 1 60 days from the date of this Receipt; or 2 The date we deliver the policy applied for to the Applicant/Owner and all delivery requirements have been completed; or 3 The date we mail you a letter notifying you that we: (a) are unable to approve the requested coverage at the risk class applied for; or (b) have declined to issue you a policy; or (c) will not provide conditional receipt coverage; or 4 The date the Applicant/Owner withdraws the application for insurance.
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SIGNATURES	<p>This Receipt does not limit United in applying its underwriting standards to the application nor does this Receipt limit or waive any rights under any life insurance policy issued. If United rejects or declines the application, United will refund the applicant any premium paid with the application.</p> <p>I/We have read and received a copy of this Receipt and understand and agree to all of its terms. I/We verify the above answers are true and complete to the best of my/our knowledge and belief. I/We understand that the Producer has no authority to change the terms of this Receipt.</p> <p>Signature of Proposed Insured _____ Date _____</p> <p>Signature of Other Proposed Insured _____ Date _____</p> <p>Signature of Applicant/Owner (if other than Proposed Insured) _____ Date _____</p> <p>Payment Method: Check <input type="checkbox"/> Electronic Transaction Authorization <input checked="" type="checkbox"/> Amount remitted/authorized \$ _____</p> <p>I/We agree that I/We am/are not authorized to change or waive the terms of this Receipt and represent that I/We have not attempted to do so. I/We have read and explained the terms of this Receipt to the Proposed Insured(s) and the Applicant/Owner. I/We have left a copy with the Applicant/Owner.</p> <p>Signature of Producer _____ Date _____</p> <p>Signature of Producer _____ Date _____</p>
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Underwritten by
United of Omaha Life Insurance Company
A Mutual of Omaha Company

3300 Mutual of Omaha Plaza
Omaha, Nebraska 68175

ACCELERATED DEATH BENEFIT RIDER DISCLOSURE

The benefit received under the rider may be taxable. Receipt of the accelerated death benefit may adversely affect your eligibility for Medicaid or other government benefits or entitlements. You should consult your personal tax advisor or the Social Security Administration before requesting the benefit.

This disclosure is a brief description of the Accelerated Death Benefit for Terminal Illness or Nursing Home Confinement Rider and its effects on your policy. This disclosure is not an insurance contract, but only a summary of the coverage provided by the rider. There is no premium or cost of insurance charge for the rider.

BENEFIT DESCRIPTION

While the rider is in force and the insured has a terminal illness or is under nursing home confinement, you may elect to receive the accelerated death benefit before the insured dies. A terminal illness is a medical condition that will result in the insured's death within 12 months. Nursing home confinement means that the insured has been confined to a nursing home for at least 90 consecutive days and is expected to remain confined for the remainder of his or her life. A physician must certify that the insured has a terminal illness or is under nursing home confinement.

The amount available for the accelerated death benefit is your policy's death benefit. You may receive the accelerated death benefit only once.

For a terminal illness, we will reduce the accelerated death benefit by 6%.

For nursing home confinement, we will reduce the accelerated death benefit by the nursing home confinement factor. The nursing home confinement factor varies by policy year as shown in the rider. We will also reduce the accelerated death benefit by a \$100 charge and by the amount of any loans and unpaid premiums.

EFFECT OF THE ACCELERATED DEATH BENEFIT ON THE POLICY

The rider will terminate when the accelerated death benefit is paid.

NOTE: If the policy is issued as a graded death benefit, the accelerated death benefit is not available.

Acknowledgment

I acknowledge receipt of this disclosure form.

Applicant/Owner Signature

Date

I have provided this disclosure form to the applicant/owner.

Producer Signature

Date



eSignature Data Page

Proposed Insured HIPAA/Abandoned App

Bruce M Carter

redbaron2023@yahoo.com

01/09/2025 at 20:52:07 GMT

66.56.213.90

In Person

Proposed Insured/Owner

Bruce M Carter

redbaron2023@yahoo.com

Not in Person - redbaron2023@yahoo.com

Agent

ALEXIS F D-ARAUJO

DARAUJOHEALTHSOLUTIONS@GMAIL.COM

EXHIBIT

2

Bruce, your feedback matters

From: Mutual of Omaha (emailmarketing@e.mutualofomaha.com)

To: redbaron2023@yahoo.com

Date: Tuesday, January 14, 2025 at 07:53 AM EST



Your Feedback Matters

Customer Survey

Thank you for choosing Mutual of Omaha for your insurance needs.

Please take a moment and [let us know how we are doing](#). Your feedback on your recent experience will help us improve. The survey should only take a few minutes to complete.

[Give Your Feedback Now](#)

Thank you for your valuable time and feedback.

[Privacy Policy](#) [Terms of Use](#) [View Web Version](#)



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3300 Mutual of Omaha Plaza | Omaha, NE 68175 US

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EXHIBIT

3

Agent Detail

Name: ALEXIS FRANCIS D-ARAUJO
System ID#: 1347413
NPN: 20808031
Status: Active

Demographics

Business Address

Business Address:
 8318 CORAL CREEK LOOP
 HUDSON, FL 34667
Business Phone: 727-266-2567
Business Fax:
Business Email: DARAUJOHEALTHSOLUTIONS@GMAIL.COM
Website:

Mailing Address

Mailing Address:
 HUDSON, FL 34667

Other Names Used

License Information

Qualifications

Agency Associations

Appointments

Showing 6 to 9 of 9 entries

Filter:

Results Filter Text

Show

5

entries

Previous 1 2 Next

Appointer	NAIC #	Appointment Type	Status	Status Date
Meridian Health Plan of Michigan, Inc.	52563	Accident and Health	Active	04/23/2025
UNITED OF OMAHA LIFE INSURANCE COMPANY	69868	Accident and Health	Active	12/26/2024
UNITED OF OMAHA LIFE INSURANCE COMPANY	69868	Life	Active	12/26/2024
UnitedHealthcare Community Plan, Inc.	95467	Accident and Health	Active	04/20/2025