STATE OF MISSOURI

DEPARTMENT OF COMMERCE AND INSURANCE

P.O. Box 690, Jefferson City, Mo. 65102-0690

IN RE:	)	
	)	**Case No. 22507220882S**
T3 Insurance LLC,	)	
	)	
Respondent.	)	

CONSENT ORDER

ANGELA L. NELSON, Director of the Missouri Department of Commerce and Insurance, takes up the above matter for consideration and disposition. The Consumer Affairs Division of the Department's Insurance Divisions, through counsel, and T3 Insurance, LLC have reached a settlement in this matter and have agreed to the issuance of this Consent Order.

FINDINGS OF FACT

1. Angela L. Nelson is the duly appointed Director of the Missouri Department of Commerce and Insurance ("Director" of the "Department") whose duties, pursuant to, among others, Chapters 374 and 375, RSMo,[1] include the supervision, regulation, and discipline of insurance producers.

[1] All references to the Revised Statutes of Missouri are to RSMo 2016 unless otherwise noted.

2. The Consumer Affairs Division ("Division") of the Department has the duty of conducting investigations into the conduct of insurance producers pursuant to the insurance laws of Missouri and has been authorized by the Director to investigate and initiate actions to enforce the insurance laws of Missouri, including insurance producer license discipline.

3. On or about April 16, 2024, American Economy Insurance Company, a subsidiary of Safeco Insurance, a Liberty Mutual Company ("Safeco"), submitted a Uniform Suspected Insurance Fraud Reporting Form ("Fraud Report") to the Department.

4. According to the Fraud Report, Safeco discovered that Rene Xuan Do ("Do") was using the Safeco user identification number issued to Do's sister, Hoang Kim Le ("Le"), to request insurance quotes from Safeco. While Le was an authorized Safeco insurance producer, Do was not.

5. On April 2, 2024, Safeco terminated for cause the authority of Le, T3 Insurance, LLC "T3 Insurance"), and all producers or sub-producers to write any insurance business pursuant to the Safeco Property & Casualty Agency Agreement on behalf of Safeco.

6. Further, for at least a year, Do re-used the dates of birth and the credit-based insurance scores ("IBS's") of three different Safeco insureds to obtain insurance premium quotes for others. Do re-used the three dates of birth and IBS's to obtain six hundred (600) quotes, which resulted in the issuance of 39 insurance policies.

7. The re-use of the dates of birth and the IBS's is both identify theft and a potential data breach, which may cause multiple hits to the credit of the insureds whose

information is being re-used. Further, the manipulation of the IBS scores impacts both the premium amount and the eligibility of the risks being insured.

8. Le and Do were both members of T3 Insurance. T3 Insurance was a licensed business entity insurance producer, license number 8085396, national producer number 16459975, and designated Le as the licensed individual insurance producer who was to be responsible for compliance with the insurance laws, rules and regulations of this state.[2] By its terms, T3 Insurance's license expired on November 9, 2025.

9. Le has a resident insurance producer license, license number 103074, national producer number 5064441. Le's insurance producer license expires, by its terms, on March 29, 2026.

10. Le's reported residence and mailing address is 1251 Hyannis Drive, St. Louis, Missouri 63146. Her reported business address is T3 Insurance LLC, 1033 Corporate Square Drive, Number 110, St. Louis, Missouri 63132.

11. T3 Insurance's reported business address was 31 Forum Center, St. Louis, Missouri 63017, and its reported mailing address is 1251 Hyannis Drive, St. Louis, Missouri 63146.

12. Angie Gross ("Gross"), Senior Regulatory Auditor with the Division, investigated the Fraud Report submitted by Safeco.

13. On April 17, 2024, Gross sent Le an email asking for a detailed letter of explanation regarding the allegations in the Fraud Report.

[2] See § 375.015.2, RSMo.

14. Because Gross did not receive any response to her April 17, 2024, email, on May 9, 2024, Gross sent a second email to T3 Insurance again requesting a detailed response to the allegations in the Fraud Report.

15. Le responded to the second email through counsel and in a letter dated May 29, 2024. Le stated in the May 29, 2024, letter that she had not checked the T3 Insurance email address in quite some time and that the email address she provided to the Department was no longer in use. Le admitted that she had not provided an updated email address to the Department.

16. On February 3, 2025, the Acting Director issued a subpoena to Le directing Le to appear on February 26, 2025, to answer questions concerning the Safeco Fraud Report, the business practices of T3 Insurance and her compliance with state insurance laws.

17. On February 14, 2025, counsel for Le requested that the subpoena conference be continued to a later date. In response, the Director revised the subpoena to require Le's appearance to answer questions to March 20, 2025.

18. On March 13, 2025, Le's counsel spoke to Division staff and indicated that Le would not attend the subpoena conference scheduled for March 20, 2025, and would invoke her 5^{th} Amendment rights in any event in response to any questions posed by Department staff.

19. Although Le did not appear at the March 20, 2025, subpoena conference, Do did appear and answered questions from Department staff under oath and admitted to re-using three dates of birth and IBS's multiple times. Do stated that her sister, Le, was not

aware of Do's actions.

20. Do also admitted that she used her sister's Safeco user identification number. Do indicated that she and Le believed that Safeco issued Le the user identification number anticipating that both Do and Le would use it.

21. Also on March 20, 2025, Do signed Voluntary License Surrender Forms, surrendering her insurance producer license, license number 116929, national producer number 4883624, and T3 Insurance's business entity producer license, to the Department.

22. On March 21, 2025, the Director issued a Voluntary License Surrender Order, acknowledging receipt of Do's March 20, 2025, signed Voluntary License Surrender Forms.

23. After March 20, 2025, Do was not licensed to sell, solicit or negotiate insurance in this state.

24. On April 24, 2025, the Department Director issued a third subpoena to Le directing that she appear on May 7, 2025, and answer questions concerning Safeco's termination for cause, the business practices of T3 Insurance and her compliance with the insurance laws of this state.

25. On April 30, 2025, Le signed Voluntary License Surrender Forms surrendering both her resident insurance producer license and the business entity producer license of T3 Insurance.

26. On May 1, 2025, the Director issued her Order acknowledging that the Director had received the Voluntary Surrender Forms submitted by Le and T3 Insurance.

27. Although Division staff advised that Le was not released from the

requirements of the April 24, 2025, subpoena, on May 2, 2025, Le's counsel notified Division staff by email that Le would not be attending the subpoena conference and that she was aware of the potential consequences for her failure to attend.

28. Le did not appear on May 7, 2025, as ordered by the Director.

29. As part of her investigation, Gross discovered that Do sold, solicited or negotiated two Progressive Insurance Company ("Progressive") insurance policies after March 20, 2025, one on March 29, 2025, and one on March 24, 2025. According to records maintained by Progressive, on March 29, 2025, and March 24, 2025, Le, acting as agent, sold two policies. Le was the sole producer authorized to act on behalf of Progressive. Do was not so authorized.

30. However, the requests for the quotes and the insurance policy applications came from an internet protocol address in Kansas City, Missouri, not St. Louis, Missouri.

31. Le stated that she did not sell, solicit or negotiate any insurance policies issued by Progressive at that time. In fact, Le stated that she lived and worked in the state of California for much of the year and had done so for a while.

32. Gross additionally discovered that Do sold, solicited or negotiated insurance policies issued by Aegis General Insurance Agency ("Aegis"). According to records maintained by Aegis, one policy was issued on March 10, 2025, with an effective date of March 20, 2025. The second policy was issued on April 4, 2025, and had an effective date, also of April 4, 2025.

33. The agent for the sale of the policies was listed as Le.

34. However, the requests for the quotes and applications for an insurance policy

came from an internet protocol address in Kansas City, Missouri, not St. Louis, Missouri.

35. Le stated that she did not sell, solicit or negotiate any insurance policies issued by Aegis at that time. In fact, Le stated that she lived and worked in the state of California for much of the year and had done so for a while.

36. Aegis paid commissions on the sale of the policies to T3 Insurance and/or Le.

37. Finally, Gross discovered that Do sold, solicited or negotiated an insurance policy issued by The Hartford Insurance Company ("The Hartford"). According to records maintained by The Hartford, one policy was sold, solicited or negotiated by Le on April 25, 2025.

38. However, the requests for a quote and the application for an insurance policy came from an internet protocol address in Kansas City, Missouri, and not St. Louis, Missouri.

39. Le stated that she did not sell, solicit or negotiate any insurance policies issued by The Hartford at that time. In fact, Le stated that she lived and worked in the state of California for much of the year and had done so for a while.

40. The Hartford paid commission on the sale of the policy to T3 Insurance and/or Le.

41. In an April 18, 2025, email, counsel for Le stated that an internal investigation at T3 Insurance revealed that insurance policies were issued after April 20, 2025. Three of the policies were issued through Progressive, and two were issued through Aegis. Counsel for Le went on to state that the five policies were issued without Le's

knowledge.

42. T3 Insurance and the Department desire to settle the allegations raised by the Division.

43. T3 Insurance acknowledges and understands that it has the right to consult an attorney at its own expense regarding these matters.

44. On or about February 25, 2026, counsel for the Division provided a written description of the specific conduct for which discipline is being sought and a citation to the law and rules allegedly violated, together with copies of any documents upon which the Division bases the allegations, and the Division's settlement offer, namely, this Consent Order, in accordance with § 621.045.4(1). Counsel for the Division further advised T3 Insurance that it had sixty (60) days to review the relevant documents and consider the proposed settlement offer in accordance with § 621.045.4(2).

45. T3 Insurance admits to the facts alleged by the Division and set out in this Consent Order.

46. T3 Insurance agrees that these facts constitute grounds to discipline its business entity producer license pursuant to §§ 375.141.1(2) and (8) and 375.141.3.

47. T3 Insurance further acknowledges that it has been advised that it may, either at the time the Consent Order is signed by all parties, or within fifteen (15) days thereafter, submit the Consent Order to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the Consent Order constitute grounds for disciplining T3 Insurance's business entity producer license.

48. Except as provided in paragraph 47, above, T3 Insurance stipulates and

agrees to waive any rights that it may have to a hearing before the Administrative Hearing Commission or the Director and any rights to seek judicial review or to otherwise challenge or contest the terms and conditions of this Consent Order and forever releases and holds harmless the Department, the Director, her agents, and the Division from all liability and claims arising out of, pertaining to, or relating to this matter.

49. T3 Insurance acknowledges and understands that this Consent Order is an administrative action and will be reported by the Department to other jurisdictions. T3 Insurance acknowledges and understands that this administrative action should be disclosed on future license applications and any renewal applications it submits in this state and in other jurisdictions, and that it is its responsibility to comply with the reporting requirements of each jurisdiction in which it may be licensed.

50. All signatories to this Consent Order certify by signing that they are fully authorized, in their own capacities, or by the named parties they represent, to accept the terms and provisions of this Consent Order in their entirety, and agree, in their personal or representative capacities, to be bound by the terms of this Consent Order.

CONCLUSIONS OF LAW

51. Section 375.141 provides, in relevant part:

> 1.The director may suspend, revoke, refuse to issue, or refuse to renew an insurance producer license for any one or more of the following causes:
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> ***
>
> (2) Violating any insurance laws, or violating any regulation, subpoena or order of the director or of another insurance commissioner in any other state; [or]

***

> (8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere[.]

> 3. The license of a business entity licensed as an insurance producer may be suspended, revoked, renewal refused or an application may be refused if the director finds that a violation by an individual insurance producer was known or should have been known by one or more of the partners, officers or managers acting on behalf of the business entity and the violation was neither reported to the director nor corrective action taken.

52. Section 375.141.4 provides as follows:

> The director may also revoke or suspend pursuant to subsection 1 of this section any license issued by the director where the licensee has failed to renew or has surrendered such license.

53. Section 374.210.2(7) provides in pertinent part as follows:

> The director may also suspend, revoke or refuse any license or certificate of authority issued by the director to any person who does not appear or refuses to testify, file a statement, produce records, or does not obey a subpoena.

54. Section 375.015.2 provides as follows:

> A business entity acting as an insurance producer is required to obtain an insurance producer license. Application shall be made using the uniform business entity application. Before approving the application, the director shall find that:
>
> (1) The business entity has paid a license fee in the sum of one hundred dollars;
> (2) The business entity has designated a licensed individual insurance producer to be responsible for compliance with the insurance laws, rules and regulations of this state by the business entity; and
> (3) Neither the business entity nor any of its officers, director or owners has committed any act that is a ground for denial,

suspension or revocation set forth in section 375.141.

55. Section 375.022.2 provides as follows:

> An insurance producer shall not act on behalf of an insurer unless the insurance producer is listed on the company register of appointed insurance producers authorized to sell, solicit or negotiate contracts of insurance on behalf of the insurer[.]

56. Section 375.076 provides in pertinent part as follows:

> 1. An insurance company or insurance producer shall not pay a commission, service fee, brokerage or other valuable consideration to a person for selling, soliciting or negotiating insurance in this state if that person is required to be licensed.
> 2. A person shall not accept a commission, service fee or brokerage or other valuable consideration for selling, soliciting or negotiating insurance in this state if that person is required to be licensed and is not so licensed.

57. Section 375.144 provides in pertinent part as follows:

> It is unlawful for any person, in connection with the offer, sale, solicitation or negotiations of insurance, directly or indirectly, to:
>
> (1) Employ any deception, device, scheme or artifice to defraud;
> (2) As to any material fact, make or use any misrepresentation, concealment, or suppression;
> (3) Engage in any pattern or practice of making any false statement of material fact; or
> (4) Engage in any act, practice, or course of business which operates as a fraud or deceit upon any person.

58. Section 375.934 provides in pertinent part as follows:

> It is an unfair trade practice for any insurer to commit any practice defined in section 375.936 if:
>
> (1) It is committed in conscious disregard of sections 375.930 to 375.948 or of any rules promulgated under sections 375.930 to 375.948[.]

59. Section 375.936 provides in pertinent part as follows:

> Any of the following practices, if committed in violation of section 375.934, are hereby defined as unfair trade practices in the business of insurance:
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> ***
>
> (7) **"Misrepresentation in insurance applications",** making false or fraudulent statements or representations on or relative to an application for a policy, for the purpose of obtaining a fee, commission, money, or other benefit from any insurer, agent, agency, broker or other person.

60. Rule 20 CSR 100-4.100(2)(A) is a regulation of the Director and provides, in relevant part:

> Upon receipt of any inquiry from the division, every person shall mail to the division an adequate response to the inquiry within twenty (20) days from the date the division mails the inquiry. An envelope's postmark shall determine the date of mailing. When the requested response is not produced by the person within twenty (20) days, this nonproduction shall be deemed a violation of this rule, unless the person can demonstrate that there is reasonable justification for that delay.

61. The fact that T3 Insurance voluntarily surrendered its license does not deprive the Director of jurisdiction to discipline the license. Section 375.141.4 provides that "[t]he director may also revoke or suspend pursuant to subsection 1 of this section any license issued by the director where the licensee has failed to renew or has surrendered such license."

62. T3 Insurance understands and agrees that pursuant to § 375.141.3, the Director has grounds to discipline T3 Insurance's business entity producer license because Do violated § 375.144(1), an insurance law, by employing deception, scheme and artifice to defraud by re-using the date of birth and IBS to obtain quotes for other insurance policy applicants, which operated as a fraud or deceit upon any person, and T3 Insurance should

have known that Do, acting on behalf of T3 Insurance, was violating the law and failed to report the violation or take any corrective action..

63. The Director has grounds to revoke T3 Insurance's business entity producer license under § 375.141.3 because Do, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, as to a material fact, misrepresented, concealed and suppressed the actual date of birth and IBS of the insurance applicant, which operated as a fraud or deceit upon any person. Particularly, Do re-used dates of birth and IBS's to obtain multiple quotes seeking insurance policies. T3 Insurance should have known of the violation by Do, who was acting on behalf of T3 Insurance, and failed to report the violation or take any corrective action to address the violation.

64. The Director has grounds to revoke T3 Insurance's business entity producer license under § 375.141.1(2) because Do engaged in a pattern and practice of making false statements of material fact when she re-used dates of birth and IBS's of three individuals six hundred (600) times to obtain quotes for insurance policies for other consumers in violation of § 375.144(4), an insurance law. T3 Insurance should have known of the violation by Do, who was acting on behalf of T3 Insurance, and failed to report the violation or take any corrective action to address the violation.

65. The Director has grounds to revoke T3 Insurance's business entity producer license under § 375.141.1(2) because Do violated § 375.144(4), an insurance law, by engaging in an act, practice and course of business which operates as a fraud or deceit upon any person when she re-used the dates of birth and IBS's of three insureds six hundred (600) time to obtain quotes for other consumers. T3 Insurance should have known of the

violation by Do, who was acting on behalf of T3 Insurance, and failed to report the violation or take any corrective action to address the violation.

66. The Director has grounds to revoke T3 Insurance's business entity producer license under § 375.141.1(2) because Do committed an unfair trade practice under § 375.936(7), in violation of § 375.934, because Do engaged in the unfair trade practice of making false or fraudulent statements or representations on or relative to an application for a policy by re-using dates of birth and IBS's to obtain quotes seeking premium amounts for policies in conscious disregard of §§ 375.930 to 375.948. T3 Insurance should have known of the violations by Do, who was acting on behalf of T3 Insurance, and failed to report the violation or take any corrective action to address the violations.

67. The Director has grounds to revoke T3 Insurance's business entity producer license under § 375.141.1(2) because Do violated § 375.076.2, an insurance law, by accepting commissions after March 20, 2025, despite no longer being licensed as an insurance producer in this state. T3 Insurance should have known of the violations by Do, who was acting on behalf of T3 Insurance, and failed to report the violations or take any corrective action to address the violations.

68. The Director has grounds revoke T3 Insurance's business entity producer license under § 375.141.1(2) because Do intentionally misrepresented the terms of an actual or proposed insurance contract or application for insurance in violation of § 375.144 by misrepresenting the birth dates and IBS's of the consumers when obtaining quotes from Safeco for the consumers. T3 Insurance should have known of the violations by Do, who was acting on behalf of T3 Insurance, and failed to report the violations or take any

corrective actions to address the violations.

69. The Director has grounds to revoke T3 Insurance's business entity producer license under § 375.141.1(2) because Do violated § 375.022.2, an insurance law, when she acted on behalf of Safeco and Progressive in the sale, solicitation or negotiation of insurance contracts despite the fact that she was not registered to act on behalf of Safeco or Progressive and was not appointed by Safeco or Progressive to act on their behalf. T3 Insurance should have known of the violations by Do, who was acting on behalf of T3 Insurance, and failed to report the violations or take any corrective action to address the violations.

70. T3 Insurance's business entity producer license may be revoked under § 375.141.1(2) because Do and Le violated 10 CSR 100-4.100(2)(A), a regulation of the Director. Both Do and Le, acting on behalf of T3 Insurance, failed to respond to multiple requests for information and did not offer a reasonable justification for the failure to provide a response.

71. T3 Insurance's business entity producer license may be revoked pursuant to § 375.141.1(8) because Do, acting on behalf of T3 Insurance, used fraudulent, or dishonest practices, or demonstrated incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere by re-using the birth dates and IBS's of three insureds to obtain quotes for insurance contracts for other consumers on six hundred (600) separate occasions. T3 Insurance should have known of the violations by Do, who was acting on behalf of T3 Insurance, and failed to report the violations or take any corrective action to address the violations.

72. T3 Insurance's business entity producer license may be revoked pursuant to § 375.141.3 because Do, acting on behalf of T3 Insurance, knowingly sold insurance policies when not licensed to act as an insurance producer in Missouri. T3 Insurance should have known of the violations by Do, who was acting on behalf of T3 Insurance, and failed to report the violations or take any corrective action to address the violations.

73. The Director has grounds to revoke T3 Insurance's business entity producer license under § 375.141.3 because Do and Le, who were acting on behalf of T3 Insurance, knew or should have known that Do violated §§ 374.210.2, 375.015, 375.022, 375.076, 375.934, 375.936 and 20 CSR 100-4.100 and Le, as a member of T3 Insurance and the designated responsible licensed producer for T3 Insurance should have known about the violations and did not report the violations to the Director and did not take any corrective action in response to the known violations. Le, who was acting on behalf of T3 Insurance, failed to supervise Do, in violation of Le's duties as the designated licensed individual insurance producer responsible for compliance with the insurance laws, rules and regulations of this state.

74. T3 Insurance's business entity producer license is subject to revocation under § 374.141.3 because Le failed to respond to the April 17, 2024, and May 9, 2024, requests for information sent by the Department and did not offer a reasonable justification for the delay. T3 Insurance should have known of the violations by Le, who was acting on behalf of T3 Insurance, and failed to report the violations or take any corrective action to address the violations.

75. T3 Insurance's business entity producer license is subject to revocation under

§ 375.141.1(8) and .3 because Le allowed Do to use Le's registration as an appointed insurance producer for Safeco in violation of § 375.022.2. T3 Insurance should have known of the violations by Le, who was acting on behalf of T3 Insurance, and failed to report the violations or take any corrective action to address the violations.

76. T3 Insurance's business entity producer license is subject to revocation under § 375.141.3 because T3 Insurance accepted commission from The Hartford and Aegis after Do surrendered her license and was no longer authorized to sell, solicit, or negotiate insurance in Missouri.

77. T3 Insurance's business entity producer license subject to revocation pursuant to § 375.141.1(8) because Le's failure to supervise Do allowed the use of fraudulent, or dishonest practices, or demonstrated incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere. Le was acting on behalf of T3 Insurance.

78. T3 Insurance's business entity producer license may be revoked pursuant to 374.210.2(7) because Le on advice of counsel, acting on behalf of T3 Insurance, failed to obey the March 20 and April 24, 2025, subpoenas issued by the Director ordering Le to appear on a date certain and provide information concerning Safeco's termination for cause, the business practices of T3 Insurance and her compliance with the insurance laws of this state.

79. The facts in the Findings of Fact set out above constitute cause to discipline Le's resident insurance producer license pursuant to §§ 375.141.1(2) and (8) and 375.141.3.

80. The Director is authorized to settle this matter and issue this Consent Order in the public interest pursuant to §§ 374.046, 536.060, and 621.045.

81. The terms set forth in this Consent Order are an appropriate disposition of this matter, and issuance of this Consent Order is in the public interest.

ORDER

IT IS THEREFORE ORDERED that:

The resident business entity producer license of T3 Insurance LLC, license number 8085396, national producer number 16459975, is hereby revoked.

SO ORDERED, SIGNED AND OFFICIAL SEAL AFFIXED THIS 11th DAY OF June, 2026.

ANGELA L. NELSON, Director
Missouri Department of Commerce and Insurance

CONSENT AND WAIVER OF HEARING

The undersigned persons understand and acknowledge that T3 Insurance LLC may have the right to a hearing, but that T3 Insurance LLC has waived the right to any hearing and agreed to the issuance of this Consent Order.

hoangkimle
T3 Insurance LLC
By: Hoang Kim Le, Member
Hoang Kim Le
Member
1251 Hyannis Drive
St. Louis, Missouri 63146

4/26/2026
Date

Lance Sandage
Lance Sandage
Counsel for T3 Insurance LLC
Bar No. 46022
1600 Genessee Street, Suite 662
Kansas City, Missouri 64102
Telephone: (816) 753-0800
lance@sandagelaw.com

April 27, 2026
Date

Shelley A. Woods
Shelley A. Woods
Counsel for Consumer Affairs Division
Missouri Bar No. 33525
Department of Commerce and Insurance
301 West High Street, Room 530
Jefferson City, Missouri 65101
Telephone: (573) 522-0374
Facsimile: (573) 526-5492
Shelley.Woods@insurance.mo.gov

April 27, 2026
Date