

FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

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In the Matter of	)	
	)	ORDER TO CEASE AND DESIST
AL AMERILIFE FIRST FINANCIAL LLC,	)	AND ORDER TO PAY
A DELAWARE LIMITED LIABILITY	)	FDIC-09-257b
COMPANY	)	FDIC-09-258k
(Non-bank Entity)	)	
_____	)	

AL Amerilife First Financial LLC (Respondent), Clearwater, Florida, having been advised of the right to a NOTICE OF CHARGES FOR AN ORDER TO CEASE AND DESIST, a NOTICE OF ASSESSMENT OF A CIVIL MONEY PENALTY, FINDINGS OF FACT AND CONCLUSIONS OF LAW, and a NOTICE OF HEARING under sections 8(b) and 8(i) of the Federal Deposit Insurance Act (FDI Act), 12 U.S.C. §§ 1818(b) and (i), entered into a STIPULATION AND CONSENT TO THE ISSUANCE OF AN ORDER TO CEASE AND DESIST AND ORDER TO PAY (CONSENT AGREEMENT) with a representative of the Federal Deposit Insurance Corporation (FDIC), dated June 11, 2009, whereby, solely for the purpose of this proceeding and without admitting or denying the alleged violations of law, Respondent consented to the issuance of an ORDER TO CEASE AND DESIST AND ORDER TO PAY (ORDER) by the FDIC.

The FDIC considered the matter and determined that it has jurisdiction over this matter and over Respondent under Section 18(a)(4) of the FDI Act, 12 U.S.C. § 1828(a)(4) (Section 18(a)(4)).

The FDIC, therefore, accepts the CONSENT AGREEMENT and issues the following ORDER:

## **ORDER TO CEASE AND DESIST**

IT IS HEREBY ORDERED, that Respondent and its successors and assigns, cease and desist from the following:

(a) Using the FDIC seal, and/or the phrase “FDIC” or “FDIC Insured” in the same or substantially similar typeface and font as the FDIC sign and symbol, as they appear at 12 C.F.R. § 328.1, in any advertising, marketing, solicitation or promotional materials, in violation of Section 18(a)(4)(A);

(b) Using any language in any advertising, marketing, solicitation or promotional materials that would misrepresent the FDIC-insured status of certificates of deposit (CDs) or other financial products offered in any advertising, marketing, solicitation or promotional materials, in violation of Section 18(a)(4)(B); and

IT IS FURTHER ORDERED that Respondent, and its successors and assigns, take affirmative action as follows:

### **AFFIRMATIVE RELIEF**

1. Respondent shall conform all of its future advertising, marketing, solicitation and promotional materials that refer to FDIC insured financial products, regardless of form or location, with Section 18(a)(4) and this ORDER; and shall not represent, directly or indirectly, that Respondent itself is an insured depository institution. Respondent shall take all reasonably necessary steps to ensure future compliance with Section 18(a)(4) and the terms of this ORDER.

2. Respondent shall not misrepresent the terms or conditions under which an FDIC-insured depository institution offers an insured financial product in any advertising, marketing, solicitation, or promotional materials of Respondent. Respondent shall not advertise, market, solicit, or promote an interest rate or annual percentage yield (APY) on an FDIC-insured product

that does not accurately reflect the rate or APY paid by the FDIC-insured depository institution issuing the FDIC-insured product, according to the terms of the product.

3. Respondent shall clearly differentiate between FDIC-insured financial products offered by FDIC-insured depository institutions and non-insured financial products in any advertising, solicitation, marketing, or promotional materials that refer to both insured and non-insured financial products. Respondent shall not represent that any financial product it offers is FDIC-insured if such financial product is not insured by the FDIC.

4. In connection with the marketing of FDIC-insured financial products, Respondent shall not make any representation to any person or entity that Respondent has relationships or business agreements with any insured depository institution unless Respondent maintains a written agreement with that insured depository institution. Any representations shall be consistent with the terms of this ORDER and such agreement.

5. This ORDER is not intended to preempt otherwise applicable state insurance regulations. Respondent shall promptly notify FDIC of any conflict between the requirements of this ORDER and the requirements of any state insurance regulation.

### **ORDER TO PAY**

IT IS FURTHER ORDERED THAT, within fifteen (15) days of the effective date of this ORDER, by reason of the alleged violations of law, and after taking into account the CONSENT AGREEMENT and the statutory factors set forth in Section 8(i)(2) of the FDI Act, 12 U.S.C. § 1818(i)(2), a civil money penalty of \$100,000 (One Hundred Thousand Dollars) is assessed against Respondent. Respondent shall pay the civil money penalty to the United States Department of the Treasury.

**MISCELLANEOUS**

6. This ORDER shall not bar, estop or otherwise prevent any other federal or state agency or department from taking any action against Respondent or any of its affiliates or commonly controlled entities.

7. This ORDER shall be effective on the date of issuance.

8. Except for an action to enforce compliance with the terms of this ORDER, the FDIC shall not commence any action under section 8 of the FDI Act, 12 U.S.C. § 1818, Section 18(a)(4), or any other statute or regulation, against the Respondent, or any of its directors, officers, employees, or any of the Respondent's affiliates or commonly controlled entities, their successors or assigns arising out of or related to the alleged violations of Section 18(a)(4) from October 2008 to the effective date of this ORDER.

9. The provisions of this ORDER shall be binding on Respondent and Respondent shall take all reasonably necessary and appropriate action to cause its affiliates, commonly controlled entities, its successors and assigns, and any of its respective directors, officers, employees, and agents to comply with this ORDER.

10. The provisions of this ORDER shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this ORDER shall have been modified, suspended or terminated in writing by the FDIC.

Pursuant to delegated authority.

Dated at Washington, D.C., this 18th day of June 2009.

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/s/  
Sandra L. Thompson  
Director  
Division of Supervision and Consumer Protection