

STATE OF ARIZONA  
Department of Insurance and Financial Institutions  
**FILED** August 30, 2023 by AS

**STATE OF ARIZONA**

**DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS**

In the Matter of Unlicensed Activity of:

**No. 23A-057-INS**

**OPULENT MARKETING INC D/B/A  
INFINITE AUTO PROTECTION**

**ORDER TO CEASE AND DESIST**

Respondent.

The Arizona Department of Insurance and Financial Institutions (“Department”) received evidence that **Opulent Marketing Inc dba Infinite Auto Protection** (“Respondent”) has unlawfully offered and/or issued service contract(s) in the state of Arizona without obtaining a service company permit. Accordingly, the Director of the Department (“Director”) makes the following Findings of Fact and Conclusions of Law and enters the following Order pursuant to A.R.S. § 20-1095.09(B).

**FINDINGS OF FACT**

1. Respondent is a Michigan entity originally established in 2008 as a limited liability company.<sup>1</sup> In 2019, Respondent converted to a corporation. According to the Michigan Department of Licensing and Regulatory Affairs website,<sup>2</sup> from May 11, 2018 to July 15, 2022, Respondent assumed the name INFINITEAUTOPROTECTION.COM.

<sup>1</sup> Opulent Marketing, LLC

<sup>2</sup> <https://cofs.lara.state.mi.us/CorpWeb/UAA/UAAAssumedNames.aspx?CID=QK2F33&PageType=VIEW> (last visited 08/16/2023).

1           2.       On or about May 8, 2022, S.S. filed a complaint with the Department alleging  
2 that Respondent failed to honor the vehicle service contract terms that he purchased from  
3 Respondent. The purchase date of the service contract is January 17, 2019, and is effective  
4 until August 1, 2025, or 110,00 miles. In April of 2022, S.S. filed a claim for repair of his  
5 car's A/C unit. However, Respondent failed to pay for the repair.

6           3.       On or about July 31, 2023, D.W. filed a complaint with the Department  
7 alleging that Respondent failed to refund a premium payment in the amount of \$1,498.80,  
8 calculated on a pro-rata basis. On or about December 5, 2019, D.W. purchased a vehicle  
9 service contract from Respondent. The expiration date of the contract is January 4, 2025, or  
10 160,700 miles. After Respondent denied D.W.'s claims in April 2020 and March 2021, on  
11 or about April 28, 2021, D.W. canceled her service contract with Respondent. However,  
12 Respondent failed to refund the premium payment (or any pro-rata amount) to D.W.

13           4.       The Department commenced an investigation into this matter. The  
14 Department's investigation concluded the following:

- 15           a) Respondent does not currently hold, nor did it ever hold, a license or permit  
16           issued by the Department.
- 17           b) Respondent is not registered with the Arizona Corporation Commission in  
18           order to transact business or conduct affairs in Arizona.
- 19           c) Respondent sold vehicle service contracts in Arizona without being authorized  
20           to do so. Both S.S.'s and D.W.'s contracts list Infinite Auto Protection as the  
21           party obligated under the vehicle service contracts.
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d) On or about November 10, 2021, the California Department of Insurance issued an Order to Cease and Desist against Respondent and the individual controlling persons of Respondent, directing them to immediately cease and desist from soliciting, negotiating, issuing or renewing any vehicle service contracts in California.

**CONCLUSIONS OF LAW**

- 5. The Director has jurisdiction over this matter.
- 6. Respondent’s conduct, as described above, constitutes offering and issuing service contracts without a permit. A.R.S. § 20-1095.01(A).
- 7. Respondent is not exempt from the permit requirement. A.R.S. § 20-1095.02.
- 8. Service company contracts issued by Respondent are enforceable and valid contracts, which Respondent failed to fulfill. A.R.S. § 20-1095.05.
- 9. Respondent’s conduct, as described above, constitutes a failure to perform the services promised under the service contract within a reasonable time and in a competent or workmanlike manner. A.R.S. § 20-1095.09(A)(4)
- 10. Grounds exist for the Director to order Respondent to cease and desist from offering and issuing service contracts without a permit. A.R.S. § 20-1095.09(B).

**ORDER**

IT IS HEREBY ORDERED THAT:

- 1. Respondent shall immediately cease and desist from offering or issuing service contracts in Arizona without a permit.



1 **COPY** of the foregoing mailed by U.S. First Class and  
Certified Mail, Delivery Receipt requested,  
2 this 30<sup>th</sup> day of August, 2023, to:

3  
4 Opulent Marketing, Inc.  
5 dba Infinite Auto Protection  
6 10000 Wayne Rd, Suite 202  
7 Romulus, MI 48174  
8 Respondent

9  
10 Opulent Marketing, Inc.  
11 dba Infinite Auto Protection  
12 C/O Northwest Registered Agent Service Inc.  
13 2222 W. Grand River Ave., Ste. A  
14 Okemos, MI 48864  
15 Respondent

16 **COPY** of the foregoing delivered/mailed same date, to:

17 Deian Ousounov, Assistant Director  
18 Gio Espinosa, Regulatory Legal Affairs Officer  
19 Ana Starcevic, Paralegal Project Specialist  
20 Catherine O'Neil, Consumer Legal Affairs Officer  
21 Steven Fromholtz, Licensing Manager  
22 Linda Lutz, Legal Assistant  
Wendy Greenwood, Supervisor/Investigator  
Arizona Department of Insurance and Financial Institutions  
100 North 15th Avenue, Suite 261  
Phoenix, Arizona 85007-2630

17 *Ana Starcevic*